



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA

AJ BREDBERG, d/b/a B&A, INC.;

Plaintiff,

v.

ALEX CALLENDER, acting individually and under color of law in his capacity as a government employee, and including any marital community; SEAN CURRAN, acting individually and under color of law in his capacity as government employee, and including any marital community; HOWARD KNIGHT, acting individually and under color of law in his capacity as a government employee, and including any marital community; RANDY MIDDAGH, acting individually and under color of law in his capacity as a government employee, and including any marital community; KIRK PRINDLE, acting individually and under color of law in his capacity as a government employee, and including any marital community; KATHY VERBLE, acting individually and under color of law in her capacity as a government employee, and including any marital community; JANET MORLAN, acting individually and under color of law in her capacity as a government employee, and including and including any marital community; KEVIN MOYNIHAN, acting individually and under color of law in his capacity as a government employee, and including any marital community; LOUISE SOLLIDAY, acting individually and under color of law in her capacity as a

NO. **CV19 5152** DW C

VERIFIED COMPLAINT

*Jury Demand*

1 government employee, and including any  
2 marital community; PAUL ANDERSON,  
3 acting individually and under color of law  
4 in his capacity as a government employee,  
5 and including any marital community;  
6 DOUG GRESHAM, acting individually  
7 and under color of law in his capacity as a  
8 government employee, and including any  
9 marital community; JOHN COOPER,  
10 acting individually and under color of law  
11 in his capacity as a government employee,  
12 and including any marital community;  
13 ERIK STOCKDALE, acting individually  
14 and under color of law in his capacity as a  
15 government employee; JOSH BALDI,  
16 acting individually and under color of law  
17 in his capacity as a government employee;  
18 NELL LUND, acting individually as an  
19 employee of The Watershed Company;  
20 ALEX CAPRON, acting individually in his  
21 capacity as an employee of The Watershed  
22 Company; HUGH MORTENSEN, acting  
23 individually and in his capacity as President  
24 of The Watershed Company; THE  
25 WATERSHED COMPANY, a Washington  
for-profit corporation; KATHLEEN KUNZ,  
acting individually and under color of law  
in her capacity as a government employee;  
MICHELLE WALKER, acting individually  
and under color of law in her capacity as a  
government employee; SARAH COOK,  
acting individually and under color of law  
in her capacity as a government employee;  
SIRI NELSON, acting individually and  
under color of law in her capacity as a  
government employee; MATT  
CADICAMO, acting individually and under  
color of law in his capacity as a government  
employee; KATHRYN E. HEARD, acting  
individually and under color of law in his  
capacity as a government employee;  
DANIEL A. KRENZ, acting individually  
and under color of law in his capacity as a

1 government employee; JERALD J.  
2 GREGORY, acting individually and under  
3 color of law in his capacity as a government  
4 employee; JAMES GOUDZWAARD,  
5 acting individually and under color of law  
6 in his capacity as a government employee;  
7 SOCIETY OF WETLAND SCIENTISTS  
8 CERTIFICATION PROGRAM, an  
9 international non-profit organization; and  
10 JOHN DOES 1-10,

Defendants.

Plaintiff AJ Bredberg alleges as follows:

### **I. PARTIES**

1. AJ Bredberg resides at 3303 43<sup>rd</sup> Street, Gig Harbor, Washington 98335. He is the sole proprietor of a business, "B&A, Inc.," located at the same address. Plaintiff AJ Bredberg is hereinafter referred to as "Plaintiff."

2. Each of the Defendants acted and are acting in all events relevant herein as individuals operating a criminal enterprise, but also served in various positions for government agencies, for organizations, or for businesses as heretofore specified. Defendants Alex Callender, Sean Curran, Howard Knight, Randy Middaugh, Kirk Prindle, Paul Anderson, Doug Gresham, John Cooper, Erik Stockdale, and Josh Baldi are currently or were at relevant times government employees in the State of Washington. John Does 1-10 may or may not be government employees in the State of Washington. Plaintiff does not know the true names of all persons complicit with the conduct described in this Complaint adverse to Plaintiff's interests and/or to the interests of his business, and to the interests of his clients who have had business before

1 various government agencies in the States of Washington, New York and Oregon during the  
2 relevant time frame of this Complaint.

3 3. Defendants Sean Curran, Howard Knight, Randy Middaugh, and Kirk Prindle are or were  
4 during the relevant time frame employees of Snohomish County, Washington. Defendant John  
5 Cooper is or was during the relevant time frame an employee of Skagit County, Washington.  
6 Defendants Curran, Knight, Middaugh, Cooper, and Prindle reside in the State of Washington.  
7 John Does 1-10 may be employees of counties or cities within the State of Washington.

8 4. On information and belief, Defendants Paul Anderson, Doug Gresham, Alex Callender,  
9 Erik Stockdale, and Josh Baldi are or were during the relevant time frame employees of the State  
10 of Washington who resided in and currently reside in the State of Washington. John Does 1-10  
11 may be employees of the State of Washington.

12 5. On information and belief, Defendants Kathy Verble, Janet Morlan, Kevin Moynihan,  
13 and Louise Solliday are or were during the relevant time frame employees of the State of  
14 Oregon, who resided in and currently reside in the State of Oregon. John Does 1-10 may be  
15 employees of the State of Oregon.

16 6. Defendant The Watershed Company is a for-profit Washington corporation. Defendants  
17 Nell Lund, Alex Capron, and Hugh Mortensen are or were during the relevant time frame  
18 employees of Defendant The Watershed Company, and on information and belief reside in the  
19 State of Washington. John Does 1-10 may be employees of The Watershed Company.

20 7. Defendants Kathleen Kunz, Michelle Walker, Sarah Cook, Siri Nelson, Matt Cadicamo,  
21 Kathryn E. Heard, Daniel A. Krenz, and Jerald J. Gregory are or were during the relevant time  
22 frame employees of the U.S. Army Corps of Engineers, and on information and belief each  
23 Defendant resides in the State of Washington. Defendant James Goudzwaard resided in Montana  
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1 at the time of his acts, and was during the relevant time frame an employee of the U.S. Army  
2 Corps at the Portland, Oregon office. John Does 1-10 may be employees of the U.S. Army  
3 Corps of Engineers or of other federal government agencies.

4 8. Defendant the Society of Wetland Scientists Certification Program ["Society"] is an  
5 organization which claims to exist for the purpose of promoting science-based management and  
6 sustainability of wetlands, and which grants itself the power, either directly or indirectly, either  
7 alone or in conjunction with others, to achieve these purposes. The Society of Wetland  
8 Scientists Certification Program is based in Hoffman Estates, Illinois. Defendant Society claims  
9 exemption from United States Federal income taxation as corporations described in Section  
10 501(c)(3) of the USA Internal Revenue Code of 1954. John Does 1-10 may be members of  
11 Defendant Society.

## 12 II. JURISDICTION & VENUE

13 9. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 because some of  
14 claims in this civil action arise under the Constitution or other laws of the United States, 42  
15 U.S.C. § 1983, Washington State Constitution, and Washington state law. This Court has  
16 jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1343. This court  
17 has ancillary or supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. §  
18 1367.

19 10. Venue is proper in the District Court for the Western District of Washington  
20 under 28 U.S.C. § 1391(b) in that several of the Defendants reside in this judicial district and that  
21 several of the events or omissions giving rise to this action occurred in this judicial district.

## 23 III. FACTS

1 11. The Plaintiff was a certified professional soil scientist, certified professional soil  
2 classifier, and professional wetlands scientist. The Plaintiff has published scientific articles,  
3 conducts research, holds patents, consults nationally and internationally and has over 4,000  
4 wetland delineations approved by Federal, State and Local government agencies. The Plaintiff's  
5 sole proprietorship, B&A, Inc., contracts with property owners, cities, tribes, schools, churches,  
6 charities, non-profit groups, foreign citizens, and developers to perform wetland delineations.  
7 Many of the Plaintiff's clients have business before government agencies in the States of  
8 Washington and Oregon, and before federal government agencies. .  
9

10 12. As the direct result of actions committed by the Defendants individually under color of  
11 law and in conspiracy as herein alleged, the Plaintiff has been defamed both professionally and  
12 personally. The Defendants' actions have caused a disruption in the Plaintiff's career and earning  
13 capacity, interference with existing and prospective contractual relations, and economic losses.  
14 Defendants have repeatedly referred to the Plaintiff in a derogatory manner, both to his clients  
15 and to unknown other persons. Defendants have treated the Plaintiff unjustly, unfairly, and  
16 differently than other consultants whose clients have business before government agencies in  
17 Washington and Oregon, and before federal agencies. Defendants cannot assert a legitimate  
18 business interest in harming the Plaintiff's reputation before his clients and prospective clients,  
19 and in causing a loss of business and monetary damages to the Plaintiff.  
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21 13. The Enterprise in this action is an amalgam of individuals, organizations and businesses,  
22 including the Defendants, the Watershed Company, and Society, a program affiliated with a  
23 professional organization whose membership consists of soils scientists and wetlands biologists.  
24 Defendant Society itself fails and/or neglects to adhere to and to promote strict adherence to  
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1 United States government/federal manuals, which manuals specify the correct and lawful  
2 methods for making wetlands determinations. Defendant Society purports to certify professional  
3 wetland scientists who demonstrate that those individuals do, in fact, strictly adhere to those  
4 manuals and other protocols.

5 14. The Plaintiff asserts that the law or laws at issue in this matter are found in the federal  
6 RICO statutes. The Plaintiff has suffered because the Defendants are willing to conspire with one  
7 another, and to both individually and collectively inflict harm upon him while operating under  
8 color of law. Even should a Defendant or Defendants not realize direct financial gain from their  
9 actions, the RICO statutes offer a plaintiff the prospect of consequences for the Defendants'  
10 actions, lest individuals in a civil society continue to conduct themselves in this manner to the  
11 detriment of not only intended victims, but communities and society as a whole.

12 15. The Enterprise in this action may be, and has been, referred to as the "Wetland Mafia" or  
13 alternatively and at least as a criminal syndicate. These individuals include both government and  
14 non-government actors. These individuals are associated with the same groups and programs.  
15 Enterprise Members hold positions of power and influence in both the government and private  
16 sectors. Enterprise Members collaborate to support the Enterprise through fraud, perjury,  
17 coercion, threats, intimidation and other activities.

18 **NELL LUND**  
19 **THE WATERSHED COMPANY**

20 16. As an example of Enterprise RICO activity, in 2014 an Engineer, Greg Krabbe, submitted  
21 a report which had been prepared by the Plaintiff to the City of Sammamish, Washington  
22 [Exhibit 1]. As Mr. Krabbe related in a witness statement [Exhibit 2],

23 "In 2014, I recall that a wetland study performed by Mr. Bredberg had been submitted to  
24 the City of Sammamish (B&A Job 4683). At the time I spoke with a City employee and  
25 responsible officer, Ms. Curry. We discussed the Bredberg report. Ms. Curry informed

1 me that since the report had been prepared by Mr. Bredberg, the City would take much  
2 longer to perform a review than if a different wetland biologist had prepared the report.  
3 Because it was a Bredberg report, she indicated that the City would have to employ an  
4 outside consultant to review the work and possibly bring in the Washington Department  
5 of Ecology (DOE). Ultimately the Washington DOE was invited to make a site visit and  
6 verify Mr. Bredberg's work. I was informed by Ms. Curry that Mr. Bredberg would not  
7 be allowed on-site to defend his work due to Washington DOE policy that was unique to  
8 Mr. Bredberg."

9 17. The City of Sammamish had designated Defendant Nell Lund from The Watershed  
10 Company to perform a professional third-party review, and Lund was paid by the Plaintiff's  
11 client for his services. [Exhibit 3] Defendant Lund had reported to the City that two wetlands  
12 were present on the property at issue. However, soil data had been falsified to show wetland  
13 soils, and regardless that the water table did not meet wetland criteria, Defendant Lund declared  
14 that the areas were wetlands. [Exhibit 4]

15 18. The Washington DOE then made a site visit with Ms. Curry, to which the Plaintiff had  
16 been barred. Washington DOE subsequently found that the Plaintiff was correct that the large  
17 wetland Defendant Lund had declared wet was not a wetland, and that the other wetland  
18 Defendant Lund had declared was only 150 sq. ft. total in size. This necessitated the Plaintiff  
19 making another site visit, to begin preparing a rebuttal to the fraudulent data prepared by  
20 Defendant Lund and the Watershed Company, and to the misdirected Washington DOE and City  
21 conclusion. [Exhibit 5; Exhibit 6] The Plaintiff needed to rent an excavator, to dig deep holes,  
22 and thus to prove what should have been obvious from the Plaintiff's report. [Exhibit 7] The  
23 Plaintiff had identified drain tiles in the original report, and a 150 sq. ft. wetland could not exist  
24 above a subsurface drain tile.

25 19. Yet the Plaintiff was forced to spend substantial additional time and expense preparing a  
document to both refute the fraudulent data and misdirected conclusion, and in pointing out the  
obvious with reference to the drain tiles. [Exhibit 8] Mr. Krabbe, armed with the document the



1 Plaintiff had prepared, was able to convince the City that the purported wetland could not exist.  
2 The City concurred with the Plaintiff's conclusion, and approved 100% of the Plaintiff's original  
3 report.

4 20. All of the extra time and expense could have been prevented and avoided had the  
5 Plaintiff been allowed to attend the site visit at which Defendant Lund and the City  
6 representative had attended, or any of the other site visits at which data was collected on the site.  
7 The Plaintiff would have pointed out the drain tiles in his report, which should have been  
8 obvious to Defendant Lund and to the City, would have provided a primer on the impossibility of  
9 a wetland existing atop drain tile, would have conferred with Defendant Lund and the City  
10 officers, and the developer/landowner's project would have been able to proceed months earlier.

11 21. Because so much extra time and expense was involved, the Plaintiff invoiced his client  
12 for only ¼ of the time he had spent. The actions of Defendant Lund and The Watershed  
13 Company had required additional site visits, phone calls, emails, research, and additional detailed  
14 reports. Yet the Plaintiff had presented, in writing, the simplest industry knowledge and best  
15 science in his original report.

16 22. Because Defendant Lund, the Watershed Company, and others had purposefully and  
17 intentionally ignored the Plaintiff's report and findings except to challenge and deny them, the  
18 developer's project was delayed, and his costs were increased. But the developer was left to  
19 assume that the cause of his delays and that the reason for his added expenses was that he had  
20 contracted with the Plaintiff.

21 23. Members of the Enterprise, and with collusion by the Society, make determinations of  
22 large wetlands where there are either no wetlands or small wetlands, resulting in the need for  
23 expensive mitigation plans, resulting in monetary gain by the Society, by its' members, and by  
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1 government agencies, resulting in increased need for government agency staff and budgets,  
2 resulting in litigation, resulting in the need to pay legal counsel, and finally, resulting in  
3 monetary and property losses incurred by property owners, by state and federal highway  
4 projects, by drainage districts, by schools, cities, and other public agencies, by foreign citizens,  
5 by potential developers, and by the Plaintiff.

6 24. Members of the Enterprise, and with collusion by The Society and its members,  
7 specifically including some or all of the Defendants, gather field data, refuse access to that data  
8 until after it is manipulated and falsified, and then issue a report relying upon that data, to the  
9 detriment of the Plaintiff and his clients, and to the interests of civil justice.

10 25. For example, Exhibit 9 is attached to this pleading. Exhibit 9 concerns a project in Lake  
11 Stevens, Washington. [Exhibit 9] Defendant Lund reviewed a report submitted by Plaintiff on  
12 the subject property/project. Lund failed and/or refused to perform due diligence. Lund did not  
13 walk the property, and as a result, Lund rated the wrong wetland. In the Plaintiff's report  
14 [Exhibit 10] dated March 1, 2017, the Plaintiff had stated that there was a long, narrow wetland  
15 on the property which follows a stream, and that thus the proper rating was "riverine." The  
16 Plaintiff had also noted a larger, depressional wetland downstream, but not adjacent to the site  
17 [Exhibit 11].

18 26. Defendant Lund, however, used the latter wetland as the basis for The Watershed  
19 Company's review, with the direct result that the buffer was increased, and that the Plaintiff's  
20 client was denied an extra lot on his property, in addition to necessitating the performance of  
21 extra survey work at substantial added expense, and unnecessary, costly delay. As further result,  
22 the Plaintiff lost his entire second billing [Exhibit 12], in addition to a loss of all future projects  
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1 with the surveyors/engineers, due to damage to his professional reputation, and lost credibility  
2 with the City of Lake Stevens.

3 27. Thus, the pattern at play is the falsification of review data and disparagement of the  
4 Plaintiff's professional work product. The wetland industry revolves around and begins with the  
5 delineation. If the delineation finds that a wetland exists, further work is performed. If the  
6 delineation finds that no wetland is present, the issue is settled. Codified government manuals  
7 provide a scientific and reproducible cookbook approach as to determining whether a wetland is  
8 present. Data sheets are prepared during and pursuant to the delineation, and those data sheets  
9 provide the support for the determination as to whether a wetland is present, and if so, the size  
10 and location and category of that wetland is determined by survey and other manuals. The  
11 information notated in those data sheets is gathered in the field and a wetland determination is  
12 made in the field when the data is gathered. The completed report is submitted for review by the  
13 Federal, State or local government agency with jurisdiction.

14 28. Once the report is submitted, the jurisdictional authorities typically arrange for a 3<sup>rd</sup> party  
15 review. The normal procedure is for the 3<sup>rd</sup> party reviewer and the preparer of the report to meet  
16 on-site, to view the property, and to review and professionally discuss the data plots and data  
17 sheets to confirm accuracy. The experience, credentials and expertise of the individuals  
18 participating in this interaction may vary. The Plaintiff in this action has been recognized as a  
19 professional with demonstrated expertise to exceed many and arguably most other professionals  
20 in the wetland industry. The record reflects the Plaintiff's quantifiable experience.

21 29. On a typical field visit and interaction with other professionals, the Plaintiff presents the  
22 scientific basis for his position. That position will be upheld and thus the Plaintiff's conclusions  
23 will be accepted, unless the other professional notes any errors, and those errors are discussed. At  
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1 times and in cases, the Plaintiff has found that the other professional had correctly noted errors,  
2 in which cases the Plaintiff would make the necessary corrections, changes, and revisions. This  
3 procedure is very efficient. The Plaintiff has had a pleasant professional experience with many of  
4 his colleagues and compatriots.

5 30. However, a problem is created and an impediment is placed when the other professionals  
6 approach a case with a preconceived opinion that a certain area must certainly be a wetland –  
7 especially if in fact it is not a wetland. Such professionals in the wetland industry comprise the  
8 Enterprise. Both individually and collectively, those professionals choose to ignore the factual  
9 manuals and procedures at their disposal, and which they are required to comply with and adhere  
10 to, and thus without regard to facts and protocol follow through with their determination to  
11 conclude that a property is wet. When in fact that property is not wet, both the Plaintiff and the  
12 property owners are hurt.

13 31. The Plaintiff's practice in all cases is to utilize the codified government manuals. The  
14 Plaintiff has repeatedly proven, in certain cases as referenced specifically herein but on multiple  
15 occasions referenced as "at other times," that those properties are not wet. The added expense  
16 and delay, and the damage to the Plaintiff's reputation, occur regardless whether the Plaintiff is  
17 able to disprove the erroneous assertions of the Defendant members of the Enterprise. Many of  
18 those delays and expenses are ongoing as of February, 2019. Many properties declared wetlands  
19 by those professionals, which are not in fact wetlands, remain to this day encumbered by those  
20 erroneous assertions, and as such are neither sold nor developed.

21 32. Importantly, when the Defendants and thus the Enterprise itself consider and discuss the  
22 Plaintiff's successes in disproving their assertions, in overturning their decisions, and in proving  
23 their negligence and culpability, the Plaintiff has been targeted for undermining, for ridicule, for  
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1 disparagement, and for removal as a threat to the Enterprise and its members. While on the  
2 fortunate side, good science and properly following the required manuals and protocols often  
3 prevails when the Plaintiff has had an opportunity to present his case, on the unfortunate side  
4 such opportunities are not always granted or available.

5 33. Accordingly, while the Plaintiff has been successful in overturning hundreds of wetland  
6 decisions Enterprise members from the U.S. Army Corps of Engineers, from counties, from the  
7 Washington DOE, from cities, and from the private sector, the Enterprise has increasingly made  
8 this more difficult. Whereas the Plaintiff had been able to meet onsite with those professionals,  
9 and to present superior scientific documentation, that changed with the creation and  
10 dissemination of memoranda from Enterprise members amongst themselves and to others, which  
11 disparaged the Plaintiff and directed that members should neither meet with the Plaintiff on-site,  
12 nor discuss site conditions and data with the Plaintiff. Despite that the Federal Manual mandates  
13 a decision at each sample plot, the Enterprise determined that by refusing to issue a decision in  
14 the field, and by refusing to discuss data and findings and site conditions with the Plaintiff,  
15 members could return to their offices and there fabricate data, thus fabricating a decision without  
16 witnesses. If the Plaintiff was kept away from the sampling on-site, the members could easily  
17 and in fact have falsified data through manipulation and alteration, in order to support a  
18 refutation of the Plaintiff's findings.

19 34. The successful demonization of the Plaintiff as an individual who would intimidate and  
20 threaten members through aggressive behavior, or as an individual who was "capable of future  
21 harassment" impeded any hope of a factual, correct, and truthful decision rendered in response to  
22 a property owner's request to perform an activity on his own property. But the Plaintiff had  
23 asked questions, and the Enterprise deemed questioning the actions and decisions and conduct of  
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1 its members an unacceptable display of effrontery, which more crucially threatened exposure of  
2 the syndicate's collusive and fraudulent activities.

3 35. The Enterprise thus established a pattern of threats and intimidation against the Plaintiff,  
4 in pursuit of his silence and complacency. The Enterprise ensured that the Plaintiff's reports  
5 would be given extra scrutiny, that decisions on his delineations would be delayed, that he would  
6 be banished from the field, that he would fear investigation or even arrest, that he would feel  
7 unsettling fear itself generally from constant intimidation, and from knowing that Enterprise  
8 members were collecting data in secret, falsifying data away from the site and away from the  
9 Plaintiff's view and possible justified oversight, refusing to share field data, and from knowing  
10 that his reputation was being harmed by defamatory emails and correspondence and other  
11 communications among members, to his clients, to his colleagues, and to potential clients.

12 36. The Plaintiff could at times, and did, seek redress and vindication through public  
13 Hearings on individual cases. Since such Hearings are typically quasi-judicial, the Plaintiff at  
14 times would present on behalf of his clients, and would be provided with opportunities to  
15 question Enterprise members under oath. The Plaintiff would typically enter a soil sample  
16 monolith – a sample slab of soil taken from an 18-inch hole, representative of the sample plot --  
17 as evidence at Hearing. The Plaintiff's field data and the Enterprise member's field data were  
18 then compared to the actual soil taken from the field before the Hearing Examiner. In many  
19 documented cases, the Plaintiff's data matched the soil sample, while the Enterprise member's  
20 field data was proven to be fraudulent.

21 37. The Plaintiff and his client thus prevailed, and yet the Enterprise was able to continue. At  
22 times, the Enterprise revised its tactics. For example, Pierce County, Washington increased  
23 Hearing filing fees from \$500 to \$3,000, in order to discourage Hearings. Since many applicants  
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1 could not afford \$3,000 to pay for a Hearing, those Hearings did not occur. Thus, there was a  
2 denial of due process.

3 38. The Enterprise would also intentionally and purposefully delay projects by holding up  
4 decisions, while ultimately being forced by the scientific facts to rule that the Plaintiff was  
5 correct all along. The Plaintiff still awaits, as of January, 2019, a decision from the U.S. Army  
6 Corps of Engineers which has been anticipated for nearly ten (10) years since the site visit  
7 occurred, and data was gathered. During the ensuing decade, the Enterprise has asked for more  
8 information on basis that the information the Plaintiff had provided was insufficient. To each  
9 request, the Plaintiff has provided more information. The Enterprise has continued to re-assert  
10 that more information is needed. Yet the Enterprise has produced no data to support their  
11 contention that the Plaintiff's submitted data was insufficient, nor that the additional submitted  
12 data and information was insufficient.

13 39. As a result, at many times the Plaintiff's clients were financially coerced into firing the  
14 Plaintiff, and to replace the Plaintiff with an Enterprise member "in order to get the project  
15 moving." The Plaintiff's clients have been told that their projects would be consistently,  
16 repeatedly, and indefinitely held up if the clients contracted with the Plaintiff. Enterprise  
17 members, including governmental regulatory personnel with authority under color of law, have  
18 informed the Plaintiff's clients that the Plaintiff's work would never be approved.

19 40. Enterprise members have also filed false complaints, fraudulent data, and have  
20 committed other actions in pursuit of the revocation of the Plaintiff's professional certifications.  
21 In order to avoid having to appear at Hearing adversarial to the Plaintiff, Enterprise members  
22 have refused to allow the Plaintiff's projects to proceed to hearing – utilizing legal personnel and  
23 their authority – and have approved Writs of Mandamus, or have settled cases prior to Hearing.  
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1 The Plaintiff has been informed that he is not on a "special list" of approved individuals, and that  
2 the Plaintiff must therefore pay a \$500 fee before he should be allowed to appear at Hearing.

3 41. The Plaintiff has struggled to remain in business as the result of Enterprise activities, with  
4 yet the saving graces of those honest 3<sup>rd</sup> party reviewers, and professionals with authority in  
5 honest jurisdictions, with whom he is privileged to interact. The Plaintiff also benefits at times  
6 from an underground reputation of sorts, insofar as landowners are able to avail themselves of  
7 information that when Enterprise members have devalued their property and impeded or even  
8 decimated their projects, the Plaintiff has proven himself able to restore value via the Hearing  
9 process and by employing the advantage of proper manuals and protocols.

10 42. The Plaintiff has at times been successful at expediting a purposefully delayed process.  
11 Yet at other times, both the Plaintiff and the landowner have been stymied and denied, cheated  
12 and frustrated, undermined and at least insofar as the Plaintiff and his professional reputation,  
13 defamed and disparaged. For example, for a lengthy period of time an Enterprise member in  
14 Kitsap County, Washington impeded the Plaintiff's cases and frustrated his landowner clients,  
15 following the pattern of conduct herein alleged. Remarkably, when the Enterprise member left  
16 the employ of the county, the Plaintiff found that his reports were thereafter repeatedly and  
17 consistently approved without the same prejudicial delay. Yet when a new Enterprise member  
18 joined county staff, the Plaintiff again lost most of his lucrative business in Kitsap County, as the  
19 pattern of conduct resumed.

20 43. The Plaintiff recognizes that the jurisdictions and government agencies themselves are  
21 not necessarily the problem, but rather that the problem at issue is the Enterprise and its'  
22 members. While the Oregon Department of Justice, the Washington Attorney General's office,  
23 and many county prosecuting attorneys may well be aware of the unlawful and tortious acts  
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1 committed by the Enterprise and its members, and take no actions to rectify the situation, thus in  
2 a sense colluding with the Enterprise through negligence, the Plaintiff cannot discern where the  
3 responsibilities and culpability of governmental agencies and actors meet, and where precisely  
4 they diverge.

5 44. The Plaintiff cannot know, without discovery and the intervening authority of a Court  
6 with jurisdiction, whether government itself or agencies thereof have caused harm to his  
7 professional reputation and to his clients, or whether individual members of the Enterprise,  
8 acting as individuals but also conspiratorially as Enterprise members, have caused and  
9 perpetuated that harm. Thus the Plaintiff cannot know whether government or the individual  
10 Enterprise members are financially liable to the Plaintiff for the acts alleged herein.

11 45. The Defendants' conduct includes but is not limited to the following facts: On or about  
12 2014, a business and real estate developer and contractor proposed a development to be located  
13 in Snohomish County, Washington. A previous project had been approved on the basis of a  
14 wetland study prepared by a consulting company, "Wetland Resources." The Wetland Resources  
15 study indicated an extensive wetland north of the subject property. The entire wetland study was  
16 reviewed and approved by Snohomish County staff [Exhibit 13]. Because new, larger buffers  
17 had been drawn onto an older wetland map, substantial property was lost. The developer  
18 contracted with the Plaintiff to perform a wetland delineation of the site and proposed project,  
19 and to review the Wetland Resources report. The Plaintiff completed his study, with the result  
20 that the Plaintiff's report was approved. Yet the Plaintiff's report had indicated the correct  
21 wetlands [Exhibit 14]. The Wetland Resources report had been erroneous, and yet it had been  
22 approved by the County. The Plaintiff had exposed errors in the Wetland Resources report, and  
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1 further exposed the County's substandard and shoddy review. The County had essentially  
2 rubber-stamped the Wetland Resources report, while yet the Plaintiff's report received extra  
3 scrutiny.

4 **KIRK PRINDLE**

5 46. After the appropriate and necessary applications and filings of supportive documentation  
6 had been made, this development was under consideration by Snohomish County. Those  
7 documents included the results of a qualified professional review and wetland delineation of the  
8 property performed by B&A, Inc. [Exhibit 15] The developer met with Snohomish County  
9 planning department personnel and with the County's biologist. Those individuals turned the  
10 discussion from the development to the subject of the Plaintiff and his business. [Exhibit 16]  
11 The developer was informed that since he wanted his development approved and for construction  
12 to commence, it was unfortunate that he had associated with the Plaintiff. Defendant Kirk  
13 Prindle, a Snohomish County employee, on his own initiative and under color of law determined  
14 that defamation of the Plaintiff directly to the developer would serve Enterprise purposes, and  
15 acting upon that determination, Defendant Prindle proceeded to defame the Plaintiff as such. The  
16 Defendant stated that the Plaintiff's reviews and delineations are "always incorrect, and always  
17 rejected."  
18

19 47. On basis of the developer's contractual relationship with the Plaintiff and his business,  
20 Snohomish County, via Defendants employed by the county and acting under color of law,  
21 intentionally delayed the project. As part of this delay process, the project was referred to the  
22 Washington Department of Ecology. Subsequently, Ecology agreed with the Plaintiff's review  
23 and delineation, with but a minor change that did not impact the project [Exhibit 17; Exhibit 18].  
24  
25

1 Yet in the course of this matter, Ecology had notified the Plaintiff that he was barred from being  
2 onsite with a Washington DOE staff member. While the Washington DOE allows other wetland  
3 scientists to accompany and to meet with Department staff members onsite, and to discuss the  
4 projects and reports at issue, responsible officers for the Department explicitly banned the  
5 Plaintiff from enjoying the same advantageous interactions, thus treating him exceptionally and  
6 to his professional detriment. The project was delayed on the basis of a preconceived bias by  
7 Snohomish County against the Plaintiff. The developer has been punished by Snohomish  
8 County for contracting with the Plaintiff. The Defendants are causing the developer and his  
9 partners to suffer financial damages due to their retaliation against them for contracting with the  
10 Plaintiff.  
11

12 48. The Defendants' conduct, with allegations as to each individual Defendant herein  
13 specified, includes but is not limited to the following facts: On or about 2015, a developer and  
14 resident of Snohomish County paid the County to perform a wetland review of his property  
15 [Exhibit 19]. The developer spoke with a responsible officer for the County regarding a previous  
16 wetland delineation performed by the Plaintiff for the developer. The developer informed the  
17 officer that he wanted the Plaintiff onsite when the County performed its' own review. The  
18 officer refused that request, and in fact stated that he would not meet with the Plaintiff at any  
19 time. The officer informed the developer that since the developer had contracted with the  
20 Plaintiff, it would take the County from six weeks to two months before they would be able to  
21 visit the site. When the developer proposed having a different consultant visit the site with the  
22 County on his behalf, the officer said that the County would be able to visit the site in two days.  
23  
24 When this site visit occurred, the other consultant asked the officer to confirm the Plaintiff's  
25

1 findings. The officer refused. The allegations herein include that the Defendants discriminated  
2 against the Plaintiff, and against any individual with interests before the County whom contracts  
3 with the Plaintiff.

4 49. The Defendants' conduct, with allegations as to each individual Defendant herein  
5 specified, includes but is not limited to the following facts: On or about 2014, an engineer and  
6 business consultant in Snohomish County related that he spoke with a responsible officer and  
7 employee for the County regarding a development project. When the engineer stated that he had  
8 used the Plaintiff's services, the employee responded that the County did not accept work  
9 performed by the Plaintiff, and followed that statement with "a series of derogatory remarks"  
10 about the Plaintiff. [Exhibit 20] The Defendants harbor an unwarranted professional bias against  
11 the Plaintiff, and act upon this bias not only to the Plaintiff's detriment, but to the detriment of  
12 his clients.  
13

14 50. The Defendants' conduct, with allegations as to each individual Defendant herein  
15 specified, includes but is not limited to the following facts: On or about 2015, a property owner  
16 and developer in Snohomish County spoke with responsible officers for Snohomish County  
17 about a proposed project. When the developer noted that he had contracted with B&A, Inc. to  
18 perform a wetland review, an officer and employee disparaged the Plaintiff. The officer and  
19 employee intended to demean the Plaintiff to the developer, in order to dissuade contracting with  
20 the Plaintiff.  
21

22 ALEX CAPRON  
23 NELL LUND  
24 THE WATERSHED COMPANY  
25 HUGH MORTENSON

1 51. The Defendants' conduct, with allegations as to each individual Defendant herein  
2 specified, includes but is not limited to the following facts: On or about 2018, Defendant Alex  
3 Capron, an employee of the Watershed Company, a Seattle-area environmental consulting firm,  
4 acting purportedly on behalf of his employer but with individual initiative as motivated by his  
5 employer and with malicious intent, made defamatory statements about the Plaintiff and about  
6 his professional work to third parties, with the direct result of lost clients and revenues. [Exhibit  
7 21]

8  
9 52. The Plaintiff alleges that among the agencies provided with falsified data and to whom  
10 the alleged defamatory statements were made were the City of Lake Stevens in the County of  
11 Snohomish, both in the State of Washington.

12 53. On or about 2018, Defendant Nell Lund, acting purportedly on behalf of her employer,  
13 Defendant The Watershed Company, but with individual initiative as encouraged by her  
14 employer and with malicious intent, defrauded the Plaintiff by falsifying data on a project in  
15 Lake Stevens, Washington, with the direct result of lost clients and revenues. For example,  
16 defendant Lund falsified field data on a development project, and declared a created wetland  
17 which was not in fact neither a natural wetland nor a regulated wetland, with the result that the  
18 Plaintiff's client lost ten building lots valued at \$100,000 each. Further, the Plaintiff lost \$20,000  
19 in fees, and a substantial loss of credibility with the government agency involved, with his client,  
20 with an engineer, with a surveyor, and with prospective clients. [Exhibit 22; Exhibit 23; Exhibit  
21 24; Exhibit 25]

22  
23 **PAUL ANDERSON**  
24 **JOHN COOPER**  
25

1 54. The Defendants' conduct, with allegations as to each individual Defendant herein  
2 specified, includes but is not limited to the following facts: On or about 2014 and continuing  
3 until at least 2017, Defendant Paul Anderson, formerly an employee with the Washington DOE,  
4 to the Plaintiff's knowledge and belief retired and/or self-employed as of the initial filing of this  
5 complaint, repeatedly and with malicious intent falsified data and disparaged the Plaintiff to his  
6 clients and other soils professionals.

7 55. As an example, the Plaintiff had a client in Burlington, Washington, with a gravel pit for  
8 sale. The sale was set to close for approximately \$1.8 million [Exhibit 26]. The Plaintiff's client  
9 had cleared a former farm field of trees five months prior to the scheduled sale closing, and for  
10 the act of clearing had been reported to the Washington DOE for a wetland violation. Three to  
11 four months prior to the scheduled sale closing, Anderson, presumably assigned to the matter by  
12 his employer, although the Plaintiff cannot know without discovery whether Anderson possessed  
13 authority to choose his work assignments, decided to review the gravel pit, and thereafter  
14 authored a report which stated that the majority of the cleared area was a wetland.[Exhibit 27]  
15 The Plaintiff performed a scientific analysis/study of the same area, and found no wetland.  
16 [Exhibit 28]

17 56. Two months prior to the scheduled sale, Randal Perry, an employee with the U.S. Army  
18 Corps of Engineers, reviewed both the Plaintiff's report and Anderson's report due to their  
19 differences, and performed a site visit. [Exhibit 29] Perry stated at the end of the site visit that he  
20 neither saw nor detected any wetlands in the cleared area, thus concurring with the Plaintiff's  
21 report. However, the Army Corps of Engineers refused to issue an opinion to that effect. As a  
22 direct result, the sale of the property fell through.

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1 57. Four months after the scheduled sale would have occurred, Tom Sheehan, a decorated  
2 Vietnam War veteran and a friend of the Plaintiff's client and his spouse – owners of the gravel  
3 pit – visited and spoke with the Army Corps officer with responsibility for the matter at issue.  
4 When the responsible officer, a Colonel, had been made aware by Sheehan that Army Corps staff  
5 had stonewalled on issuing a decision which would have conflicted with the report written by  
6 Anderson, the Colonel ordered staff to issue a decision. [Exhibit 30]

7 58. One month after the visit by Sheehan, a team of US Army Corps personnel met at the  
8 property with the Plaintiff, his associates, with Anderson, and with counsel for the potential  
9 property buyer. The Army Corps team reviewed the reports, performed tests on the property,  
10 and subsequently issued a report which stated their professional findings that based upon the  
11 wetland delineation provided by the Plaintiff, and upon the team's observations during their site  
12 visit, the team could not determine that there had been a discharge of dredged or fill material into  
13 waters of the United States, due to the level of site disturbance, and that therefore, the team had  
14 concluded that there was no violation. [Exhibit 31]

15  
16 59. Thus, due to Anderson's erroneous report and additionally due to the US Army Corps  
17 staff stonewalling the issuance of a decision which would have conflicted with Anderson's  
18 report, there was in fact no wetland violation. The Army Corps had found Anderson's report and  
19 findings to be erroneous. The Army Corps had found that contrary to Anderson's report, the  
20 Plaintiff's client had committed no wetlands violation. As a direct result of Anderson's wrongful  
21 conduct, as of the date of the filing of this initial complaint, the gravel pit has not sold. Anderson  
22 has committed retaliatory actions against the Plaintiff on multiple occasions involving multiple  
23 clients and properties. The Plaintiff alleges that Defendant John Cooper, a Planner for Skagit  
24  
25

1 County, collaborated and conspired with Anderson on the Burlington, Washington matter  
2 referenced herein.

3 KATHLEEN KUNZ  
4 MICHELLE WALKER  
5 SARAH COOK  
6 SIRI NELSON  
7 MATT CADICAMO

8 60. The Defendants' conduct, with allegations as to each individual Defendant herein  
9 specified, includes but is not limited to the following facts: On or about 1998, Defendant  
10 Kathleen Kunz, an employee of the Army Corps of Engineers, was observed falsifying data by  
11 the Plaintiff and by his professional associate, Richard Herriman, a retired federal USDA  
12 employee, during a site visit in Camas, Washington. As a direct result of the falsified data which  
13 supported Defendant Kunz's claim that the property was a wetlands, the Plaintiff's client –  
14 owner of the property at issue – lost the use of his land, and an approximate value of  
15 \$20,000,000. The property itself was deemed unusable. An Exhibit is attached, [Exhibit 32]  
16 identified as an internal US Army Corps memo addressing the site and the matter, discovered via  
17 a FOIA request. The memo constitutes a threat that if the Plaintiff were to continue to question  
18 the work of Corps regulatory agents, he would be investigated by the federal marshal service and  
19 additionally contains confirmation that the Plaintiff was threatened by the Environmental  
20 Protection Agency for asking questions – and that should the Plaintiff continue to question the  
21 Army Corps, the Corps would ensure that criminal investigators would be sent after the Plaintiff  
22 and his associate, Mr. Herriman, notwithstanding that Mr. Herriman, a retired federal employee  
23 with over 30 years distinguished service, had worked closely with the Army Corps on field  
24 investigations while serving as Assistant State Soil Scientist in California. Mr. Herriman and the  
25 Plaintiff's company contracted with the US Army Corps to provide training. [Exhibit 33]



1 61. During those investigations, the Army Corps would arrange for site visits by Mr.  
2 Herriman, and would rely upon his expertise. The Plaintiff alleges that both the EPA and the  
3 Army Corps were concerned that the Plaintiff would expose the fraudulent collection of field  
4 data, or attempt to prevent such fraud. The internal Army Corps memo referenced herein was a  
5 concoction of falsified facts, and constituted personal attacks and insults against the Plaintiff's  
6 character and professionalism based solely upon Defendant Kunz's feelings and/or false claims,  
7 and thus baseless and retaliatory yet with damaging effect. The Army Corps produced no other  
8 documents in support of the allegations.

9 62. Defendants Michelle Walker, Sarah Cook, Siri Nelson, and Matt Cadicamo colluded,  
10 collaborated and conspired with Defendant Kunz by initialing the false statements contained in  
11 another letter despite not being present at the site visit referenced in the letter, and thus having no  
12 personal knowledge that the Plaintiff was "aggressive". Defendants Kunz, Walker, Cook,  
13 Nelson, and Cadicamo thus knowingly disparaged the Plaintiff by falsely representing  
14 knowledge and had the US Army Colonel sign a fraudulent document.[Exhibit 34]

15 63. In sum, on or about March 15, 2009, Defendants Kunz, Walker, Cook, Nelson, and  
16 Cadicamo each reviewed and approved a false document by initialing their acceptance, approval,  
17 and corroboration. [Exhibit 34] Plaintiff's client, Cindy Jacobsen, received an alternate version  
18 of the document/letter. This alternate document/letter reflects the tone of the Kunz internal  
19 memo. [Exhibit 32] The Defendants referred to Ms. Jacobsen's letter of February 16, 2009,  
20 wherein Ms. Jacobsen had written that "Shortly after digging the first hole, Mr. Bredberg and  
21 Mr. Perry got into a heated verbal confrontation." [Exhibit 35]

22 64. Because this was a false statement insofar as no such heated verbal confrontation  
23 occurred, the Plaintiff thereafter asked Ms. Jacobsen the basis of the allegation. Ms. Jacobsen  
24  
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1 admitted to the Plaintiff that she was told to write the allegation under duress by both her father  
2 and by Tom Sheehan. In fact, the Army Corps was aware of the potential sale of the property. In  
3 fact, the Army Corps had performed a site visit on July 16, 2008 with the Plaintiff. In fact, the  
4 visit had included only genial interactions between Mr. Perry and the Plaintiff. [Exhibit 36]

5 65. On or about February 7, 2009, Ms. Jacobsen wrote in an email that she noted how Paul  
6 Anderson, Army Corps, and Washington Department of Ecology personnel "were very short and  
7 disrespectful" to the Plaintiff and his associate, and that she discerned that the Plaintiff "is not  
8 liked by them and this will probably have some influence on their decision." [Exhibit 37] Thus,  
9 since at least 1998, U.S. Army Corps of Engineers civilian staff have demonstrated a pattern of  
10 RICO activity, as evidenced in Defendant Kunz's memo. [Exhibit 32]

11 66. Additionally, civilian staff have stamped the Corps' Colonel's signature onto at least one  
12 false document, which was sent through the U.S. mail service from the Corps to the Plaintiff's  
13 client. This falsified document was discovered, and the conspirators identified, only via a FOIA  
14 request. [Exhibit 34]

15 67. Enterprise members would treat the Plaintiff's clients differently, performing an "extra"  
16 level of review on those individuals, refraining to follow the proper manuals, and sending those  
17 individuals false information via email. Whereas the Defendants have at times represented that  
18 their differences with the Plaintiff are solely matters of differing opinions on wetland  
19 delineations, wetland size, or regulatory status of wetlands, rather and to the contrary, since those  
20 issues can be easily discussed and agreed upon without unnecessary delay, the true differences  
21 between Enterprise members and the Plaintiff is that Defendants, including U.S. Army Corps of  
22 Engineers civilian regulatory personnel, follow a pattern of RICO activity consistent among all  
23 members of the Enterprise. This pattern of activity of refusing to follow codified Federal  
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1 Manuals, collecting data in secret, refusal to discuss data in the field and threatening the Plaintiff  
2 is memorialized in the 1998 Army Corps memo [Exhibit 32] and distributed amongst the  
3 Enterprise.

4 KATHRYN E. HEARD  
5 DANIEL A. KRENZ  
6 JERALD J. GREGORY  
7 JOHN DOES 1-UNKNOWN #

8 68. For example, in the City of Marysville, Washington during the winter of 2016-2017, the  
9 Plaintiff had performed due diligence by watching a site, and as the result prepared a simple  
10 report indicating the existence of two small wetlands on a property – one approximately 2,500  
11 sq. ft., and the other approximately 1,000 sq. ft.. [Exhibit 38] Because those wetlands were so  
12 small, the City was authorized under law to opt not to regulate them. The Plaintiff submitted his  
13 report to the City in September, 2017. [Exhibit 39] This report was reviewed by the Washington  
14 DOE. The Washington DOE agreed with the Plaintiff's report. [Exhibit 40] [Exhibit 41]

15 69. Marysville City Code provided for a simple process by which the two small wetlands  
16 could be filled, and the project permitted to proceed. But when the U.S. Army Corps of  
17 Engineers was notified of the intent to perform the minor filling. The Corps requested more  
18 information, via email. [Exhibit 42] Subsequently, a very detailed response was provided to the  
19 Corps. [Exhibit 43] The response had also frankly informed the Corps that some of the Corps'  
20 requested information was irrelevant to the site and to the project, including some clearly  
21 sophomoric and unnecessary questions seemingly and arguably prompted by the fact that the  
22 Plaintiff was involved, with the aim to challenge and delay.

23 70. The Plaintiff's client then met at the site in approximately late December, 2018 with four  
24 Corps staff members. This site visit immediately followed a heavy winter rainfall. [Exhibit 44] In  
25

1 the course of that 90 minute visit, Corps staff members made several false comments, which  
2 were memorialized in an email. [Exhibit 45] Army Corps Staff further stated that the Plaintiff's  
3 report, already approved by Washington DOE, was erroneous in its' totality, and must be redone  
4 or such report would merit no consideration. Yet the Army Corps staff had collected no data to  
5 support their rejection of the report and their assertions as to same, consistent with Enterprise  
6 activities.

7 71. The Enterprise in this action often acts subtly, in a manner and with actions which are  
8 noted and understood by wetland science professionals, but otherwise hardly noted, and little  
9 understood. An individual possessive of an understanding of the relevant federal manuals would  
10 understand. The Plaintiff, therefore, has noted their actions, and understands them. The  
11 Enterprise depends upon their actions not being detected or exposed.

12 72. As an example of Enterprise activity in this manner, the Army Corps in Oregon had sent  
13 a team to visit a site at 7:30 a.m. after a 50-year rainstorm, for the purpose of photographing  
14 ponding at a site. The Army Corps then presented the photo as evidence of a wetland. When  
15 projects had been approved by a City, a County, or by the Washington DOE, the Army Corps  
16 had often stepped in to override those approvals, and/or to create and ensure unnecessary delays.  
17 Members of the Enterprise employed by the Corps have repeatedly retaliated against the  
18 Plaintiff, often for merely having asked questions. Members of the Enterprise employed by the  
19 Corps are well-trained experts, and most are members of the Society of Wetland Scientists, and  
20 certified as professional wetland scientists (PWS).

21 74. The Corps does not regulate wetland categories or use wetland rating forms, yet the  
22 members of the Enterprise employed by the Corps discredit the Plaintiff's work by making  
23 negative comments about his findings and his professional conduct. Even when the Washington  
24  
25

1 DOE concluded that “the delineation and wetland rating were done correctly” by the Plaintiff,  
2 [Exhibit 40] and provided guidance to applying for proper permits as the project would move  
3 forward, the Corps would intervene with “extra review” and irrelevant points and questions in  
4 order to harass the Plaintiff and ensure delays, such as stating that “no plot size was indicated for  
5 vegetation sampling,” necessitating the Plaintiff’s laboring to prepare a comprehensive and  
6 extensive response – indeed, the expenditure of days, without charging his client for his time,  
7 energies, and expenses – to this irrelevant point. [Exhibit 43]

8 75. The Plaintiff’s assertion herein that the point noted was irrelevant is not a matter of  
9 opinion, as the Corps’ own 2010 Supplemental Manual states as follows:

10 *“The sizes and shapes of plots, if used, may be modified as appropriate to adapt to site*  
11 *conditions and should be recorded on the field data form if they deviate from those*  
12 *recommended in the Corps Manual.”*

13 **ALEX CALLENDER**

14 76. In a specific case where vegetation sampling plots did not deviate from the Manual, they  
15 were not noted on the data forms by the Plaintiff. Members of the Enterprise employed by the  
16 Corps know this as well as, or better than, the Plaintiff. Yet the Members forced the Plaintiff to  
17 respond, in the interest of harassment, added expense, and delay. Despite that the Corps’ own  
18 manual stated that there is no need to list a plot size, the Members knew that wrongfully pointing  
19 out errors in the Plaintiff’s work would make the Plaintiff appear incompetent and prone to  
20 turning in incomplete work before the City, his clients, and other consultants such as engineers,  
21 surveyors, architects, and planners. Defendant Alex Callender, under color of law as an  
22 employee of the Washington Department of Ecology, in service to the purposes of the Enterprise  
23 had further submitted false data which did not match with either Army Corps data or with the  
24 Plaintiff’s collected and analyzed data. [Exhibit 46; Exhibit 47; Exhibit 48]

77. For another example, the Corps in the same case had noted that “soils data was incomplete, with no percentage of matrix listed, no soil indicator marked, and an inconsistent depth analysis, with no relevant notes. Ponding for two weeks is not a soil indicator. Please add missing data, review, and complete.” The Plaintiff was forced to respond in detail to this contention, and his response referenced and incorporated the federal manuals listed as mandatory for use in the Corps’ own manuals.

78. The federal manual states as follows:

***RE: “percentage of matrix listed” Only one color is present in all horizons, as such that color is the matrix and automatically understood to be 100%. If other colors are present that influence a hydric soil determination, they would be listed as redox features and the % matrix and redox type and location provided on the data sheet. The exceptions on this site are TH4 and TH5, where the B horizon is missing (thus we know the site has been excavated) that are a mix of colors.***

79. The colors are reported per the Soil Survey Manual: *United States Department of Agriculture Handbook No. 18, Issued March 2017*. This manual is a revision and enlargement of U.S. Department of Agriculture Handbook No. 18, the *Soil Survey Manual*, previously issued October 1962 and October 1993. This version supersedes both previous versions.

80. Proper reporting of more than one soil color (at page 150) is noted as follows:

***Dominant Color: The dominant color is the one that occupies the greatest layer volume. It is always listed first among the colors of a multicolored layer. It is determined using the colors on ped faces or broken peds or on a matrix sample in structureless horizons. If two colors occur, the dominant color makes up more than 50 percent of the volume. If three or more colors are noted, the dominant color makes up more of the layer volume than any other color, although it may occupy less than 50 percent. The expression “brown with yellowish brown and grayish brown” signifies that brown is the dominant color and may, or may not, make up more than 50 percent of the layer. In some layers, no single color is dominant and the first color listed is not more prevalent than others. The expression “brown and yellowish brown with grayish brown” indicates that brown and yellowish brown make up about equal amounts and are codominant. If the colors are described as “brown, yellowish brown, and grayish brown,” the three colors make up nearly equal parts of the layer.***

1 81. Because two colors are present and are not redoximorphic features they are both listed in  
2 the Matrix column. The predominant color is listed first per the Soil Survey Manual. The Corps'  
3 contention regarding no soil indicator marked was addressed by the Plaintiff in detail in his  
4 original report, and then clarified in his extensive additional report.

5 ***RE: No soil indicator is marked*** The problem soil indicator is marked on the revised  
6 data sheets. The soil lacked indicators so none were marked. Remarks address that  
7 issue. Lacking indicators does not preclude the area from being designated wetland  
8 and is covered in the 2010 Manual under problematic Hydric Soils page 111.

8 82. The Manual stated that:

9 ***"6. Seasonally Ponded Soils. Seasonally ponded, depressional wetlands occur in basins***  
10 ***and valleys throughout the Western Mountains, Valleys, and Coast Region. Most are***  
11 ***perched systems, with water ponding above a restrictive soil layer, such as a hardpan***  
12 ***or clay layer that is at or near the surface (e.g., Vertisols). Some of these wetlands lack***  
13 ***hydric soil indicators due to limited saturation depth, saline conditions, or other***  
14 ***factors."***

13 83. The Plaintiff in his report had stated that:

14 **"7-19-2017 the site was visited for the third time and the weather was hot and dry**  
15 **with a light wind from the west. Attached site plan and three enlarged wetland**  
16 **flagging maps show the delineation. The site was visited twice during the winter**  
17 **months to confirm ponding and again in April to confirm ponding during the**  
18 **growing season."**

17 84. Further, the Plaintiff's report had stated that:

18 **"The wetland is mostly bare soil at the time of the visits. It is a wetland ponded in**  
19 **the winter and dry in the summer. Too wet for non-wetland plants in the spring and**  
20 **too dry in the summer to support wetland plants. Some scrub/shrub is on the**  
21 **margin and in the wetland."**

21 85. Although the soils at the site lacked a hydric indicator, the Plaintiff had made multiple  
22 visits to the site in order to confirm the presence of wetland hydrology. The Plaintiff recognized  
23 that the issue of hydric soils is complex, and he made proper reference to the 1987 Federal and  
24 2010 Supplemental Manuals.  
25



1 86. The Corps had categorized two areas as wetlands, despite the lack of hydric soils. The  
2 Corps had even questioned the Plaintiff's declaration of an area to be wetland. As such, even  
3 when the Plaintiff found that an area was a wetland, the Army Corps staff questioned whether  
4 the Plaintiff could possibly be correct. Finally, the Corps concluded that the wetland was not  
5 large enough. [Exhibit 45] This necessitated yet another response from the Plaintiff, utilizing the  
6 Corps' own manuals and other mandatory manuals in order to explain the obvious to highly  
7 trained Corps personnel.

8 87. The Corps had contended that "As for the field observations, we observed many species  
9 (including blackberry, carex, juncus, and reed canary grass) both within the wetland boundary  
10 and outside the boundary that were not included on the data forms." Yet the Plaintiff's report had  
11 stated that "The wetland is mostly bare soil at the time of the visits. It is a wetland ponded in the  
12 winter and dry in the summer. Too wet for non-wetland plants in the spring and too dry in the  
13 summer to support wetland plants. Some scrub/shrub is on the margin and in the wetland."

14 88. The Corps had contended that "We saw little difference in the vegetation, soils and  
15 hydrology across the site. There was no clear reason for the delineated boundary based on the  
16 data presented in the forms and that observed in the field." Yet the majority of the site was  
17 clearly upland soils, and the Corps itself seems to have acknowledged that the entire site was  
18 upland in their email. [Exhibit 45]

19 89. Since the Corps had stated that there is no difference in vegetation, soils and hydrology  
20 across the site, the Corps had recognized that no wetlands were present. The manual requires  
21 ponding to be present during the growing season for a positive wetland determination.  
22 According to the manual, the growing season on the site at issue begins on approximately March  
23 1. Yet the Corps made a determination on hydrology in late December, the non-growing season.



1 90. Thus, the Corps was not following their own codified manuals. Further, the COE  
2 presented no data. This was also a requirement stated in the manual. Enterprise Members choose  
3 not to follow the manual, choose not to collect data, and yet choose to arrive at conclusions that  
4 the Plaintiff is in error.

5 91. When the manual is followed, the Plaintiff is typically correct. Only the Plaintiff had  
6 visited the site numerous times, including early in the growing season, to confirm the ponding  
7 that marked the limit of the wetland area. The Corps had further asked that the Plaintiff's client  
8 "recheck the delineation against current field conditions." Yet the Plaintiff had checked the  
9 delineation over a 6 month period, in the winter, in the early growing season, and finally in the  
10 summer. The Corps collected no data, provided no data, and ignored the Plaintiff's report and  
11 the requirements of their own manuals, and yet still disparaged the Plaintiff to his client, and  
12 caused further delay and expense.

13 92. Enterprise Members employed by the Corps used standard coercion practices and tactics,  
14 requiring a new and/or revised delineation, under clear threat that if not complied with, the  
15 project would remain on hold. Yet Members stated this requirement without having followed  
16 their own manual, and thus made an arbitrary and capricious statement without supporting data.

17 93. In this case, the Plaintiff's client had written to the Corps reiterating a request for "any  
18 data forms you may have generated during your field visit so that we can compare specific notes  
19 in the field." The Corps had responded that "We do not have the resources to perform the  
20 delineation or take formal delineation data plots." [Exhibit 45] Yet four Corps staff officers and  
21 members had spent 90 minutes on the site, in addition to driving time, while claiming a lack of  
22 resources to collect data. [Exhibit 44] A professional wetland scientist, including Corps staff  
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1 members, need roughly 10 (ten) minutes to collect data in order to make a wetland interpretation  
2 on site as per the Corps' own manual.

3 94. The Corps had added that "What we could say for sure was that the dataset that was  
4 presented was incomplete." Thus the Corps chief had stated that the Corps had made a  
5 determination that the dataset presented was incomplete, while yet not having collected any of  
6 their own data. Without having collected data, clearly the Corps had neither processed any data.  
7 If the Corps had collected and processed data, it could have been contrasted with the Plaintiff's  
8 data. Due diligence would require that actual field notes to support the Corps' decision would be  
9 compiled, and made available to the property owner.

10 95. The Corps chief had stated that "We have laid out some examples, but most of the data  
11 sheets did not match the conditions on the ground and we ask that the full delineation be looked  
12 at again." Thus, the Corps informed the Plaintiff's client that the Plaintiff's data was erroneous,  
13 despite that the Plaintiff had spent many hours on the site over a six month period, while  
14 following the Corps manuals, and providing detailed descriptions and field data. With one site  
15 visit during a period of heavy rain in the winter by four trained experts employed by the Corps,  
16 collecting no data, the Corps had concluded that the Plaintiff's data was erroneous.

17 96. The Corps chief had written to the Plaintiff's client that "In the interim, I recommend that  
18 you temporarily withdraw the request (as it may take you some time review it and take additional  
19 data points in the field). This withdrawal just administratively pauses the review on our end and  
20 can be easily resumed once the requested information is provided." Thus, the Plaintiff was  
21 required to perform a new delineation, which would entail re-reporting what he had already  
22 reported. He would need to visit the site on several new occasions, report on conditions in the  
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1 early growing season, and perform all the other necessary tasks per the manuals – and yet as a  
2 result likely produce the same findings as to a wetland delineation.

3 97. The Enterprise Members knew this was a delay and added expenses and unwarranted  
4 scrutiny which would result in treating the Plaintiff in this manner. Yet the Corps could  
5 alternatively have simply sketched onto the site plans they had at the visit a drawing indicating  
6 the wetland boundaries they were claiming. The Corps could have taken some data at a flag in  
7 the field, and then explained why the Corps concluded that the Plaintiff was in error. Instead, the  
8 Corps demanded a full delineation of a 1,000 sq. ft. puddle aka wetland created when a driveway  
9 was built through uplands, and another small wetland created when an area was bulldozed,  
10 resulting in a depression in historic uplands.

11 98. The Corps chief also informed the Plaintiff's client that "We have laid out some  
12 examples," Yet the Corps had laid out no examples, and provided no data to support their  
13 opinions and findings. The Corps refused to provide any science or hard evidence to support, as  
14 required in their own manuals.

15 **THE WATERSHED COMPANY**  
16 **ALEX CAPRON**  
**HUGH MORTENSON**

17 99. The Plaintiff on information and belief alleges that Defendant Hugh Mortenson, president  
18 of the Watershed Company, and his employee Capron, knew or should have known that  
19 statements made about the Plaintiff were both erroneous and defamatory and knew or should  
20 have known that third parties, including municipal administrators with authority to make  
21 decisions which affect the Plaintiff and the Plaintiff's clients, would and in fact did act on the  
22 basis of information provided to those authorities and officers by The Watershed Company.  
23 [Exhibit 49] The Defendants' conduct, with allegations as to each individual Defendant herein  
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1 specified, includes but is not limited to the following facts: On or about 2018, one or more of the  
2 Plaintiff's clients attended a meeting with the City Administrator for the City of Sultan,  
3 Washington concerning a client's development project, subsequent to receipt by the City of a  
4 report on the property at issue authored by the Plaintiff. [Exhibit 50] The Administrator  
5 informed the client that his project must be re-reviewed for potential wetlands on basis that the  
6 Plaintiff's work would not be accepted by the Washington DOE, that the Plaintiff's work was  
7 invalid on that basis, and that the Plaintiff was "blackballed" by the Washington DOE.  
8 Additionally, a previously prepared map and report by Wetland Resources had been included  
9 with the Plaintiff's report, [Exhibit 51] which map had indicated more wetlands than the Plaintiff  
10 had reported.

11 100. The Plaintiff's client had a conversation with Alex Capron, planner for the City of Sultan  
12 and an employee of The Watershed Company contracted to the City of Sultan. Capron provided  
13 the Plaintiff's client with the same statements regarding the Plaintiff's work and reputation that  
14 the Administrator had provided to the client(s). The Plaintiff subsequently received a phone call  
15 from the Administrator. [Exhibit 52] The Administrator stated that the City was "working with  
16 bad information" which the City had received from Capron. After the phone call referenced  
17 herein, the Plaintiff received a phone call from Hugh Mortenson at The Watershed Company.  
18 Mortenson apologized to the Plaintiff for "the misunderstanding."

19 101. When the Plaintiff asked Mortenson for the source of the misinformation which Capron  
20 had provided to the City of Sultan and to the Plaintiff's client(s), Mortenson informed the  
21 Plaintiff that Mortenson had been the source. On information and belief, there was no  
22 misunderstanding, but rather malicious intent on the part of Mortenson, Capron and The  
23 Watershed Company. The Plaintiff and his clients suffered losses and harm due to the false  
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1 information provided by The Watershed Company and staff, and because of the disparagement  
2 and falsehoods.

3 **PAUL ANDERSON**

4 102. The Defendants' conduct, with allegations as to each individual Defendant herein  
5 specified, includes but is not limited to the following facts: On or about 2004, one of the  
6 Plaintiff's clients had entered into a Protected Critical Area Easement Agreement with Skagit  
7 County, Washington. The Agreement prohibited or limited activity on the client's property,  
8 except as permitted by the County. When the client desired to allow his livestock to graze on his  
9 property, he contacted the responsible officer for the County, and was informed that the client  
10 must hire a wetlands scientist to perform a new analysis, and that if the scientist should  
11 determine that the property is not a wetland, the County would permit grazing. [Exhibit 53]

12 103. The client was specifically informed that if this determination were made, an additional  
13 or third party review would not be deemed necessary by the County, under the circumstances at  
14 issue. The client then contracted with the Plaintiff. Before performing his review and analysis,  
15 the Plaintiff had asked his clients to confirm with the County that an additional or third party  
16 review was not necessary. The client re-contacted the County, and was told that only a "simple  
17 review" was needed, and that the County would not request an additional review, since a 1999  
18 delineation of the property which had included a determination of jurisdictional wetlands on the  
19 property was "questionable" as to accuracy.

20 104. The County further confirmed that if a wetland scientist's new review comported with the  
21 client's desire to pasture their cattle on the property, the County would issue an approval in that  
22 regard, and would not consult with the Washington DOE. However, when the client informed  
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1 the County that the Plaintiff would be performing the review, the County abruptly changed its'  
2 position.

3 105. The County informed the client that since the Plaintiff would be performing the review,  
4 the County would be calling in the Washington DOE. Further, the County informed the client  
5 that Paul Anderson from the Washington DOE would be reviewing the Plaintiff's work.

6 106. In approximately December, 2012, the Plaintiff informed the County in a letter that the  
7 County's own Soil Survey had mapped the majority of the site as not a hydric soil, that the  
8 property had ditches and a history of farming, and that the amount of wetlands on the site was  
9 likely much less than was delineated in 1999, or not present at all. The Plaintiff conducted his  
10 research in spring, 2013, and reported a report with findings. The Plaintiff had dug thirty-three  
11 test holes in the lowest and wettest areas of the property, and found no evidence of a water table,  
12 as shown on page 34. [Exhibit 54] The Plaintiff had provided data sheets, monitoring data, and  
13 aerial photos for support. The Plaintiff had addressed the 1999 delineation in detail, noting  
14 several important discrepancies. The Plaintiff had concluded that his client's property was not  
15 wetlands.

16 107. Two of the Plaintiff's colleagues had also visited the site and reviewed the report and  
17 data, and concurred with the Plaintiff. When the client informed the Plaintiff that Anderson  
18 would be reviewing the Plaintiff's work, the Plaintiff related grave concerns, including that  
19 Anderson had previously declared a 20-acre illegal wetland fill on a separate property in Skagit  
20 County, Washington, whereas the Plaintiff, after performing the same analysis of the property at  
21 issue, found no wetland fill. [Exhibit 27; Exhibit 28; Exhibit 29]

22 108. The Plaintiff had also informed his clients that as to a wetlands review on a separate  
23 property performed by the Plaintiff in Skagit County, Anderson had likewise reported that the  
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1 Plaintiff's findings were invalid and incorrect. In that instance, the Plaintiff had written at length  
2 with supporting documentation showing that Anderson had falsified data in order to retaliate  
3 against the Plaintiff. Anderson had in turn provided no corroborating data as to his decision.  
4 [Exhibit 55; Exhibit 56; Exhibit 57]

5 109. The County, regardless, collaborated and conspired with Anderson and permitted him to  
6 review the Plaintiff's report regarding the client's pasture property. The County informed the  
7 client that Anderson would be coming to their property to perform an analysis, and that the client  
8 was advised that the Plaintiff was allowed on the site while Anderson was present but no  
9 interaction was allowed. The Plaintiff's colleague was also on site at the time and observed that  
10 Anderson had falsified field data, that Anderson erroneously represented that his data was  
11 accurate, that Anderson purposefully omitted reference to the subsequent field/site visit in his  
12 report, and omitted dates from the photos, that Anderson did not flag any of his data test holes in  
13 the field, that Anderson made a number of false statements in his report, Anderson dug all but  
14 one of his data plot holes in the disturbed soils of the pipeline easement or ditch bottoms and that  
15 Anderson had not followed the proper manuals and protocols.

16 110. Nevertheless, in approximately August, 2013, Anderson informed the County that the  
17 client's property included wetlands. The Plaintiff and his client suffered losses and harm as the  
18 result of Anderson's actions. [Exhibit 53]

19 111. The work of a reputable professional wetland scientist involves the determination of  
20 wetland boundaries, whether there are wetlands present, whether any wetland present is  
21 jurisdictional, determining any setbacks, determining the type and condition of soils, determining  
22 historic activity on the property, and opining based on data where and how many homes or  
23 business can be built on a site, if any. The Plaintiff relies upon codified government manuals to  
24  
25

1 determine where wetlands at issue are located. The Plaintiff in this matter has a reputation for  
2 having repeatedly overturned erroneous decisions as made by government and private sector  
3 actors, including the Defendants.

4 **RANDY MIDDAUGH**  
5 **HOWARD KNIGHT**  
6 **SEAN CURRAN**

7 112. The Plaintiff alleges that many private sector actors form alliances and work together  
8 with government actors, yet for the purpose and with the result to collaborate on erroneous  
9 decisions, which result in losses and harm to the Plaintiff and his clients. For example, in one  
10 project still unresolved as of the date of the initial filing of this Complaint, a developer with a  
11 project in Snohomish County has under contract a 4.26 acre parcel, and had notified the County  
12 as to plans for a housing development on the parcel. In approximately April, 2016, the developer  
13 had received a wetland verification from Defendant Randy Middaugh, Principal Planner and  
14 Project Manager for Snohomish County. Middaugh stated that the parcel included wetlands.  
15 [Exhibit 58] The developer appealed the County's decision as communicated by Defendant  
16 Middaugh. The developer informed the County that he intended at hearing to assert that the  
17 County's wetland verification was in error as to specific findings. [Exhibit 59] Howard Knight, a  
18 principal officer at the County, then informed the developer that the decision was not appealable.  
19 The County thus refused to accept the appeal.

20 113. The project was held up for several years, and remains in limbo as of February, 2019,  
21 despite that in October, 2016, a County staff supervisor had issued a letter to the developer  
22 which, in fact, reversed the County's decision, and accepted the developer's contention that no  
23 regulated wetlands were on the property. [Exhibit 60] Yet subsequently, Defendant Sean Curran  
24



1 then issued a letter which rescinded the project wetland approval. [Exhibit 61] Curran cited to a  
2 letter from the Department of Ecology which alleged that grading had been performed on the  
3 property without a permit. [Exhibit 62] The developer and the County both knew that no such  
4 illegal grading had occurred. The developer informed Curran and provided proof. [Exhibit 63]  
5 Defendant Curran has a history of making disparaging statements about the Plaintiff. [Exhibit 64;  
6 Exhibit 65] The Plaintiff alleges that Curran's statements were made with the explicit intent to  
7 deprive the Plaintiff of work and livelihood. Defendant Curran is a Snohomish County  
8 employee, but as of September 23, 2017, had been offering his services as a wetlands expert on  
9 the internet. [Exhibit 66]  
10

11 114. The County stood firm on Curran's rescission, despite that the Washington DOE did not  
12 properly review the developer's submitted data – which included a wetlands report by the  
13 Plaintiff, [Exhibit 67] with whom the developer contracted – and did not collect or provide data  
14 related to or in support of the Department's allegation, excepting the statement that some  
15 hydrophytic vegetation had been observed on the site. Further, the developer had informed the  
16 County that illegal filling and grading had been performed by a neighbor to the east, and as such  
17 performed outside the developer's control, but which land disturbing activity had impeded the  
18 natural flow of water off the developer's site, and thus resulting in standing water which had the  
19 appearance of wetland conditions. [Exhibit 68]  
20

21 115. The developer then informed the County that a neighbor to the west had damned the  
22 historic outlet ditch without authorization in an attempt to create a wetland area, additionally  
23 creating an impoundment of storm water. [Exhibit 69; Exhibit 70] But the County refused to  
24 overrule Curran's rescission, and refused to grant or accept an appeal. The developer had  
25

1 provided evidence that at a site visit, Middaugh did not measure the thickness of the water table,  
2 as required, that Middaugh had informed the developer that although the site had been disturbed  
3 by record rain fall, which had caused atypical and abnormal conditions, and that the County  
4 would only consider present conditions – standing storm water -- however unusual for the site,  
5 for evaluation as to whether the property contains regulated wetlands. [Exhibit 71]

6 116. Thus, the County employees, including Middaugh and Curran, made their detrimental  
7 determination based upon a disturbed site, and upon a shovel blade of soil, rather than on the  
8 methodology established in the 1987 and 2010 Federal Wetland Manuals. When the developer  
9 and the Plaintiff reminded the County employees that the site had been disturbed, and that there  
10 was clear evidence that the hydrology on the site had been affected by adjoining properties and  
11 construction activities, Middaugh stated that this was not their concern, and that those facts  
12 would not be taken into consideration by the County. [Exhibit 63]

13 117. On or about April 6, 2018, the County issued a review letter which requested a wetland  
14 study, and which stated that “[W]etlands must be delineated in accordance with the *Corps of*  
15 *Engineers Wetlands Delineation Manual*, (Wetlands Research Technical Report Y-87-1), and the  
16 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western*  
17 *Mountains, Valleys and Coast Region* (Version 2.0).” [Exhibit 72]

18 118. The Plaintiff alleges and will produce evidence to support the allegation that the County  
19 and the Washington DOE have failed in this matter and have repeatedly failed to follow the  
20 referenced manuals, including negligently failing to document such adherence in support of  
21 reaching conclusions that the Plaintiff was in error. The Plaintiff alleges that he is treated  
22 differently. His reports were prepared following the Federal Manual, flags were surveyed and  
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1 present in the field for County staff to review. The adjacent property had a wetland study  
2 completed by the Watershed Company which showed wetlands on the subject site. [Exhibit 73]  
3 This report was prepared and approved by the County [Exhibit 74] which stated, "however, staff  
4 could not locate the wetland boundary flags for Wetlands D, E, F". If no flags are in the field it  
5 is impossible to verify a boundary as accurate. Yet staff gave special consideration to Enterprise  
6 members of The Watershed Company and approved a wetland boundary with no idea where it  
7 was in the field. Enterprise members at County and Washington DOE also extended the wetland  
8 boundary as approved, with no flags, as accurate onto the subject site when there was no field  
9 data to support that boundary. The Plaintiff followed the manuals and that work was denied; an  
10 Enterprise member submits substandard work and it is approved. County staff prepared and  
11 approved a report lacking data and with improper data on forms. [Exhibit 74] If the Plaintiff  
12 misses any small detail it is grounds for not accepting the report.

14 119. When, in approximately October, 2016, the developer and the Plaintiff met on site with  
15 Snohomish County employees, soils, vegetation and hydrology indicators were evaluated, test  
16 holes were dug, and the participants at this site visit left the site in agreement that there were no  
17 wetlands on the property. As noted herein, the County had then issued a letter consistent with  
18 those findings. [Exhibit 60] However, the Washington DOE then wrote a letter stating that the  
19 detailed report provided by the Plaintiff and the letter from the County staff employee concurring  
20 with the Plaintiff's findings were invalid. [Exhibit 62] Curran then wrote a letter retracting the  
21 previous County approval. [Exhibit 61] Middaugh, Curran and others knowingly falsified field  
22 data, refused to collect field data, misrepresented the facts in the field to the planner, developer  
23

1 and realtor in order to retaliate against the Plaintiff, and further to retaliate against the Plaintiff's  
2 clients for contracting with the Plaintiff.

3 **DOUG GRESHAM**

4 120. The Plaintiff alleges that Defendant Doug Gresham, an employee of the Washington  
5 DOE, colluded and conspired with County staff to misrepresent site conditions, and to  
6 misrepresent the required protocols in order to delay the project purportedly for the purpose of  
7 obtaining new hydrology data, when in fact no new data or studies were needed. This allegation  
8 is supported by federal manuals, Washington law, and County code. County staff and Defendant  
9 Gresham were informed by Michael Romano, a planner working with the developer, as to site  
10 conditions, protocols, and that no new data or studies were needed, [Exhibit 68] while yet  
11 County staff and Gresham ignored the facts and law. As of February, 2019, the project remains in  
12 limbo due to the actions of County staff and Gresham.  
13

14 121. The Plaintiff's damages on the referenced project alone are at least \$60,000, the  
15 developer has lost at least \$1,000,000 and the realtors a similar amount.

16 **KATHY VERBLE**  
17 **JANET MORLAN**  
18 **KEVIN MOYNAHAN**  
**LOUISE SOLLIDAY**

19 122. The Defendants' conduct, with allegations as to each individual Defendant herein  
20 specified, includes but is not limited to the following facts: On or about 2006, the Plaintiff was  
21 hired by an Oregon landowner to perform a scientific analysis of the landowner's property in  
22 Linn County, Oregon, to determine whether there were state-jurisdictional wetlands on the  
23 property. The Oregon Department of State Lands (DSL) sent two employees, Defendant Kathy  
24  
25

1 Verble and Defendant Janet Morlan, a member of Soil Scientists Society of America and of the  
2 Society of Wetland Scientists respectively, to the property. The employees then issued a report  
3 which disputed the Plaintiff's findings that the landowner's property did not include  
4 jurisdictional wetlands. The Plaintiff notified the Oregon DSL that he stood firm on his findings,  
5 and that he disagreed with the Oregon DSL employees' findings.

6 123. The dispute then extended to the Soil Science Society of America, in which the Plaintiff  
7 was also a member. One Department employee complained about the Plaintiff and wrote  
8 defamatory statements about him to the Society, and the other employee offered a letter-  
9 declaration in support of this defamation, as a direct result of which, the Plaintiff lost business  
10 not only from the landowner, but from other prospective clients and the Society itself. The  
11 Department employees had thus defrauded the landowner. The Defendants, acting under color of  
12 law as employees of the Oregon DSL, had knowingly submitted fraudulent data in support of  
13 their declaration, including to the Mayor of the Oregon city in which the landowner's property  
14 was located, that the property at issue included jurisdictional wetlands, when in fact it was not by  
15 any scientifically viable or accurate measure a jurisdictional wetland. .  
16

17 124. In approximately April, 2010 the Plaintiff filed suit in Oregon Circuit Court against the  
18 employees and the Oregon DSL for intentional interference with contractual and prospective  
19 economic relations, negligence, and defamation. The employees as defendants filed a motion  
20 for summary judgment, in which they asserted that they had composed their defamatory  
21 complaint and supporting documentation about the Plaintiff during the course and scope of their  
22 employment with the Department, that they enjoyed various privileges with reference to their  
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1 written statements about the Plaintiff, and that the Plaintiff could not show a fact-finder that the  
2 employee/defendants had acted with improper means or purpose. The employee/defendants  
3 characterized the dispute as merely "a professional disagreement between wetlands scientists."  
4

5 125. Irreparable damage to the Plaintiff's professional reputation had been done. The Plaintiff  
6 did not dispute that Verble was a Certified Professional Soil Scientist, but he erroneously  
7 contended that neither Verble nor Morlan were qualified to review and evaluate land use issues,  
8 because of the erroneous field data they presented from their field work, and that Department  
9 officials did not accept the notion that they had to follow the same standards as wetland  
10 consultants, e.g. as the Plaintiff and other qualified soil and wetland scientists.

11  
12 126. The Plaintiff, in his capacity as a consultant, advocates for the fair and just treatment of  
13 his client property owners by government agencies and officers, and for accurate science in  
14 determining wetlands. The Plaintiff has been outspoken in his opinion that some government  
15 agents are not honest in their work and do not use the codified Federal and State Manuals as  
16 required by law.

17  
18 127. The Oregon case against Verble and Morlan, in which the Plaintiff prevailed in  
19 opposition to a motion for summary judgment by a presentation of disputed facts, and a showing,  
20 as stated by the presiding Oregon Circuit Court judge, that there may have been fraud committed  
21 in the delineation of the landowner's property by Verble and Morlan, was subsequently  
22 dismissed by the court, despite its' own ruling on summary judgment. The Plaintiff appealed the  
23 dismissal to the Oregon Court of Appeals, and again prevailed. The case was sent back to the  
24 trial court. The Plaintiff filed an immediate request for a change of judge. Subsequently the  
25

1 defendants refiled the motion for the reversal and remand, the court dismissed the case again,  
2 without comment. The court did not rule on the preceding motion for a change of judges. The  
3 Plaintiff again filed an appeal, and was ultimately denied a review by the Oregon Supreme Court  
4 on basis that there were no relevant constitutional issues.

5  
6 128. In the Oregon case involving Verble and Morlan, as with the other Defendants referenced  
7 herein who committed similar acts in Washington, Verble and Morlan imputed the Plaintiff's  
8 inability or unfitness to perform the duties of his employment. Their expressed opinions about  
9 the Plaintiff also implied the existence of undisclosed defamatory facts. There was no retraction  
10 by either Verble or Morlan. Their ability to speak freely in this instance did not outweigh the  
11 Plaintiff's interest in his reputation. Their statements were not made in the course of judicial or  
12 quasi-judicial proceedings, were not made as part of their duties as employees, were not made to  
13 protect their interests or to protect the interests of their employer, and were not made on a subject  
14 of mutual concern to both Verble and Morlan, and to the Plaintiff's professional community. The  
15 Plaintiff is not a public figure, but is rather a private individual.

16  
17 129. In approximately May, 2013, the Plaintiff deposed Kevin Moynahan, Verble and  
18 Morlan's supervisor, and Louise Solliday, Director of the Department of State Lands, in the  
19 Oregon case. Each deponent had submitted declarations in support of Verble and Morlan's  
20 motion for summary judgment. [Exhibit 75]) . The Plaintiff had performed a thorough  
21 investigation of soils on the property at issue in the Oregon case. The Plaintiff's soil scientist  
22 colleagues had concurred in the scientific conclusion that the property was not a wetland.

23 [Exhibit 76]  
24  
25

1 130. In approximately August, 2006, the Plaintiff met with Verble and Morlan on site at the  
2 property. The Plaintiff, Mr. Herriman and Professor Yee attempted to explain the intricacies of  
3 complex soils on the subject property. [Exhibit 76] The Plaintiff stated that Verble had not  
4 sought a second opinion as to her own determination that the property was a wetland. The  
5 Plaintiff was concerned that Verble had in fact refused to discuss her determination, or their  
6 conflicting determinations, while in the field with three experienced soil scientists.

7  
8 **ERIK STOCKDALE**

9 131. One month prior to the meeting on the property in August, 2009, Morlan of Oregon DSL  
10 was communicating via phone and email with Erik Stockdale of Washington DOE, a wetlands  
11 specialist and Unit Supervisor. In response to a phone message left for him by Morlan, Stockdale  
12 wrote that "The fun continues with bozo." [Exhibit 77] Stockdale was referring to the Plaintiff.  
13 Clearly, prior to the meeting on the property, and thus prior to Verble and Morlan's delineation  
14 of the subject property as wetlands, Morlan was predisposed to view the Plaintiff unfavorably,  
15 engaging in banter with an Enterprise member in Washington which disparaged and ridiculed the  
16 Plaintiff.

17 132. Verble and Morlan knew that the Plaintiff was a soil scientist, whose business depended  
18 on his professional reputation. Verble and Morlan knew that their statements about the Plaintiff  
19 were false. Verble and Morlan intended to damage the Plaintiff's business reputation and  
20 standing in his professional community. Verble and Morlan knew that their actions would result  
21 in such damages.

22  
23 133. Verble and Morlan knew that the Plaintiff had economic relationships with the Society,  
24 with fellow soil scientists, with his current and prospective customer base, and with local, state,  
25



1 and federal officials.

2 134. Wetlands are found throughout the country. Some may be continuously underwater,  
3 while others may not be flooded at all. The economic value of each wetland depends on its  
4 location, size, and other factors, such as whether they produce timber or food, and on their  
5 aesthetic values. The Plaintiff's career as a soil and wetland scientist has involved numerous  
6 efforts on behalf of large landowners, farmers, small businessmen, and individuals who own  
7 small parcels of land. The Plaintiff has been critical of the U. S. Army Corps of Engineers  
8 (Corps) and the U. S. Environmental Protection Agency (EPA) for not following their own  
9 codified Federal Wetland Manuals. The Plaintiff has also criticized the Washington DOE, and  
10 the Oregon DSL for the same issues. The Plaintiff believes that his criticism has been warranted,  
11 and appropriately stated.

12  
13 135. Wetland issues revolve around members of the Enterprise falsifying field data and or not  
14 following the codified manuals, the procedure was memorialize in 1998 and has been circulated  
15 to Enterprise members. [Exhibit 32; Exhibit 77; Exhibit 78] The presence of a wetland is  
16 determined by a combination of soils, plants, and hydrology. There are other criteria, including  
17 what conditions must be present, for how long, and during what portion of the year. Regulated  
18 wetlands, under the federal Clean Water Act, §404, are identified using technical criteria in a  
19 wetland delineation manual issued by the Corps in 1987 and updated nationally with  
20 supplemental manuals in recent years. The manual was prepared jointly and is used by the Corps,  
21 EPA, Fish and Wildlife Services, USDA and the National Marine Fisheries Service. It provides  
22 a cookbook consistent approach guidance and field-level consistency among the agencies that  
23 have roles in wetland regulatory protection.  
24

1 136. The Plaintiff supports Section 404 of the Clean Water Act as intended to protect wetland  
2 areas from adverse environmental effects due to discharges of dredged or fill material. It  
3 requires landowners or developers to obtain permits from the Corps to carry out activities  
4 involving disposal of dredged or fill materials into waters of the United States, including  
5 wetlands. The Corps and EPA share responsibility for administering the §404 program.

6 137. Prior converted croplands (PC) are wetlands that were drained, dredged, filled, leveled,  
7 or otherwise manipulated, including the removal of woody vegetation, before December 23,  
8 1985, to make production of an agricultural commodity possible, which do not meet specific  
9 hydrologic criteria and which have had an agricultural commodity planted or produced at least  
10 once prior to December 23, 1985.  
11

12 JAMES GOUDZWAARD  
13 KATHLEEN KUNZ  
14 JANET MORLAN

15 138. The US Army Corps and EPA are aware that the Federal Register identify a  
16 variety of waters and features that are not “waters of the United States.” “Prior converted  
17 cropland and waste treatment systems have been excluded from this definition since 1992 and  
18 1979, respectively, and they remain substantively and operationally unchanged.” Yet the Army  
19 Corps and EPA have been regulating Prior Converted croplands on many of the Plaintiff’s  
20 projects. At a meeting in Oregon, Defendant James Goudzwaard and other Army Corps  
21 employees both threatened and intimidated the Plaintiff, his client, and his associates.  
22 Unconscionably, the Plaintiff was threatened with imprisonment in Oregon by Army Corps staff,  
23 including Defendant Goudzwaard, for stating his understanding that the Corps had no  
24 jurisdiction over the Plaintiff’s client’s property, on basis that the property was prior converted  
25

1 croplands. [Exhibit 79; Exhibit 80; Exhibit 81] Defendant Goudzwaard and other Army Corps  
2 personnel provided false information to United States Senator Wyden (D. Or) and to his staff on  
3 the issue. In Camas, Washington in approximately 1998, the Plaintiff was threatened with EPA  
4 criminal investigation for making similar statements. [Exhibit 32] Defendants Kunz, Morlan and  
5 Goudzwaard shared information as to same three years later. [Exhibit 82]

6 139. A certified professional soil scientist must agree to be bound by a code of ethics entitled  
7 "Duty To The Profession." If a scientist has positive knowledge of deviation from the code by  
8 another member, he has a duty to bring this deviation to the attention of the governing body,  
9 formerly known as the American Society of Certified Professionals in Agronomy, Crops, and  
10 Soils ["ARCPACS"]. Because Defendant Verble had inaccurately determined hydric soil  
11 conditions on the subject property in Oregon, the Plaintiff filed a complaint against Verble with a  
12 professional Society, alleging code of ethics violations. In response and retaliation, Verble made  
13 and published a counter-complaint against the Plaintiff with the SSSA. Verble's counter-  
14 complaint was supported by an affidavit provided by Morlan. Verble and Morlan testified that  
15 their purpose was effectively retaliation, because in their view, the Plaintiff had directly attacked  
16 the credibility of their employer.

17  
18 140. Verble and Morlan also asserted in testimony that before submitting her affidavit to the  
19 professional Society, Morlan had conferred with Kevin Moynahan and Louise Solliday, her  
20 supervisors at the Oregon Department of State Lands. Moynahan and Solliday testified that they  
21 "authorized" Verble to submit her counter-complaint, and that they "authorized" Morlan to  
22 submit her supporting affidavit. [Exhibit 75] Verble and Morlan also testified that their  
23 documents were drafted on Department time, on Department computers, and on Department  
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1 letterhead, while Moynahan – a licensed Oregon attorney -- had reviewed and approved their  
2 documents. Moynahan wrote his own letter to the professional Society, offering unqualified  
3 support for Verble, claiming that the Plaintiff's allegations against Verble were unsupported by  
4 the record, and that the Plaintiff, rather than Verble, had distorted facts concerning the subject  
5 property. [Exhibit 83] Moynahan also claimed in testimony that the US Army Corps of  
6 Engineers had agreed with Verble's findings regarding the subject property. At the time of his  
7 deposition, Moynahan had left the Department of State Lands to become Chief of the Technical  
8 Operations Branch of the Army Corps of Engineers.

9  
10 141. Verble, Morlan, Solliday and Moynahan were motivated by their desire to damage the  
11 reputation of the Plaintiff, and to impede the profitability of his business. Morlan's vitriolic  
12 supporting letter attacking the Plaintiff was nine pages long, single-spaced. Morlan copied her  
13 letter onto a State of Oregon letterhead. Moynahan, who supervised Morlan, stated in testimony  
14 that he personally perceived the Plaintiff's complaint against Verble "as an event that would  
15 diminish support for [the Oregon Department of State Lands] among legislators and  
16 constituents," and as a "direct attack against the professional credibility of [the Department]."

17 142. Regardless of his supervisory responsibilities, Moynahan's perception did not transform  
18 Verble and Morlan's acts from vindictive acts performed independently by one government soil  
19 scientist and her supervisor against a private sector soil scientist -- albeit during work hours, on  
20 State computers, and on State letterheads -- to vindictive acts performed in service to the State of  
21 Oregon. Moynahan had testified that "[W]e all agreed that it was important to respond on behalf  
22 of DSL," and that he agreed with Defendant Louise Solliday and Defendant Morlan "to authorize  
23 Ms. Verble" to submit her complaint about the Plaintiff to the professional Society "in her  
24  
25

1 official capacity as a DSL employee.” Moynahan added that he and Solliday agreed to authorize  
2 Morlan to submit her supporting affidavit in the same capacity.

3 143. If Verble and Morlan were acting as DSL employees when they defamed the Plaintiff,  
4 their supervisors submitted affidavits to the judge that Verble and Morlan were authorized to act  
5 as such, and that moreover, their supervisors shared their negative opinions of the Plaintiff.

6 Moynahan and Solliday declaring that they “authorized” Verble and Morlan, or suggested  
7 grammatical changes before “permitting” submittal of the defamatory instruments could not  
8 retroactively transform those instruments into documents created within the course and scope of  
9 employment, nor their acts of defamation into acts in service to the State of Oregon, to the  
10 people of Oregon, nor even to the pursuit of policy directives dictated by their superiors  
11 putatively in service to the people of Oregon. Yet Defendant Moynahan in deposition testimony  
12 stated that he did not direct Defendant Verble to file a complaint about the Plaintiff, but rather  
13 had only encouraged Verble that if she desired to file such a complaint, she would be able to  
14 avail herself of Department resources. The Plaintiff alleges that Defendant Moynahan had thus  
15 contradicted his own sworn declaration. [Exhibit 84]  
16

17 144. While Verble, Morlan, Moynahan and Solliday may truly have believed that they were  
18 justified in telling the Plaintiff's professional community, existing clients, and potential clients  
19 that he was a fraud and a liar, their actions were specifically designed and calculated to both  
20 deprive the Plaintiff of his professional livelihood, and to deprive the Plaintiff's clients of  
21 economic justice. If Verble and Morlan had not knowingly and intentionally used erroneous data  
22 in making wetlands determinations, or if they had not both disparaged and defamed a qualified  
23 soil scientist working for a private property owner in order to promote and cover their nefarious  
24  
25

1 work, and if they had allowed the Plaintiff to perform his professional work freely in the free  
2 market, either winning business or failing on the basis of reputation and performance, the  
3 Plaintiff would have prospered far more than he has since meeting Verble and Morlan, and  
4 incurring their powerful vitriol.

5 145. The Plaintiff and his professional brethren believe that the members of the Enterprise in  
6 Oregon's DSL wetlands program is a fraud perpetrated on the people of Oregon, and that Verble,  
7 Morlan, Moynahan, and Solliday were knowing players in this fraud. Each directly damaged  
8 the Plaintiff – and by effect his clients – and this damage was not part and parcel of the Plaintiff's  
9 ordinary business risk. For example, in 2006 Verble and Morlan had performed a site visit and  
10 collected field data, then sent a set of their field notes, which they represented as true and  
11 accurate, to the City of Lebanon, Oregon. [Exhibit 85]

12 146. Those field notes, which showed wetlands on the property at issue owned by the  
13 Plaintiff's client, were distributed as true and accurate by the State of Oregon. Yet when in 2011,  
14 through discovery in his Oregon Circuit Court lawsuit against Verble and Morlan, the Plaintiff  
15 was able to obtain the actual and original field notes prepared by Verble and Morlan, those notes  
16 showed no wetlands on the property. [Exhibit 86] The Plaintiff alleges that Verble and Morlan  
17 had altered the original field notes to support a finding that the site contained a wetland. The  
18 Defendants and their counsel, the Oregon Department of Justice, had intentionally neglected to  
19 produce the original field notes despite being subject to discovery requests and a Motion to  
20 Compel. Yet Defendants' counsel had informed the Oregon Circuit Court that Defendants had  
21 produced all requested discovery, and all same in Defendants' control and custody. The Plaintiff  
22 alleges that in so doing, the Defendants and their counsel had lied to the court. [Exhibit 87]

1 147. The Defendants had thus knowingly distributed fraudulent field notes from 2006 to 2011  
2 and refused to produce the documents in discovery even with a motion to compel. When the  
3 Defendants had been in the test pit collecting data in 2006, the Plaintiff was present. The  
4 Defendants, rather than discussing their collection of data with the Plaintiff, had whispered to  
5 one another, and kept their notes secret. They refused to discuss the data or the collection process  
6 with the Plaintiff, and refused to allow the Plaintiff or his associates to view their notes.  
7 Defendants informed the Plaintiff and his associates that their purpose at the site was to collect  
8 data, but that their job responsibilities and duties did not include discussing their findings with  
9 anyone, including the property owner or his designated representative.

10 **KATHLEEN KUNZ**  
11 **PAUL ANDERSON**

12 148. This protocol with reference to the Plaintiff had been established for the Enterprise by  
13 Defendant Kathleen Kunz in her 1998 memo [Exhibit 32] – collect data secretly, which can later  
14 be altered, destroyed or otherwise manipulated to support of finding of wetlands on a property,  
15 and to find that the Plaintiff was in error, while keeping the Plaintiff 50 feet away during data  
16 collection, so that the Plaintiff could not observe document falsification and fraudulent field data.

17 149. Defendant Anderson had also used this protocol. His employer, the Washington DOE,  
18 had banned the Plaintiff from any site visit, [Exhibit 88] thus ensuring that he was “more than 50  
19 feet away” when data was collected. The U.S. Army Corps of Engineers had followed the same  
20 protocol, banning the Plaintiff from more than one important site visit with Corps staff, and  
21 promising a copy of their notes at the end of a site visit, but later refusing to provide a copy to  
22 the Plaintiff.

23 150. The falsification of field data, the erasure and alteration of original field notes so that the  
24 subject property would be delineated as a wetland and thus be unbuildable, and subsequent  
25

1 defamation committed by Verble and Morlan ultimately cost the Plaintiff over \$250,000, and  
2 cost his client over \$4,000,000. The Plaintiff alleges that Defendants Moynihan and Solliday  
3 both issued false statements to the Oregon Circuit Court in the course of litigation over this  
4 matter. The Plaintiff's client is still attempting to sell his property as of February, 2019. The  
5 Plaintiff alleges that the Enterprise continues to change his client's delineations. Thus, the  
6 Plaintiff's client has been "blacklisted" and has been receiving disparate treatment by the  
7 Enterprise due to his association with the Plaintiff.  
8

9 151. The Defendants' conduct, with allegations as to each individual Defendant herein  
10 specified, includes but is not limited to the following facts: On or about 2014, the Plaintiff  
11 prepared a wetlands report for a client in Everett, Washington, within the County of Snohomish.  
12 The County issued a land disturbing activity to the client for placing fill on the property, based  
13 upon a determination of a wetland by the County. Plaintiff prepared a report [Exhibit 89]. The  
14 County brought in Paul Anderson of the Washington Department of Ecology to concur with the  
15 County and to refute the Plaintiff's report. The Plaintiff had determined that there were wetlands  
16 offsite. He had flagged a pond, which was a man-made pond.  
17

18 152. Thus the wetlands onsite were man-made, resulting from construction fill, and as such  
19 non-jurisdictional wetlands. The documentation relied upon by the County [Exhibit 90] and the  
20 State [Exhibit 91] was in direct contravention with the findings of the Plaintiff and other  
21 wetlands biologists. The wetlands delineation provided by the Plaintiff accurately showed  
22 wetland boundaries on the site following the manuals with proper data collection and data sheets  
23 in support of the decision. The Plaintiff had also provided a buffer enhancement plan to mitigate  
24 any impacts to a potential buffer disturbance. The client had pushed dirt up to the edge of the  
25



1 man-made pond. But because the client had contracted with the Plaintiff, and the Plaintiff had  
2 concluded that there were no wetland impacts on the property, but rather only buffer impacts –  
3 impacts to the buffer zone between the property and any wetlands – the County and State staked  
4 an adversarial position to both the Plaintiff and his client.

5 153. Defendant Anderson had stated that “[T]he wetland report prepared by B&A, Inc. for the  
6 property (dated November 7, 2013) significantly under-represents the extent of wetlands on the  
7 property, and was not consistent with the site conditions observed by Ecology and County staff.”  
8 Defendant Anderson requested “[A] site plan showing delineated wetland boundaries, disturbed  
9 wetland areas, and applicable wetland buffers following the buffer widths in the Mitigation  
10 Guidance; and a mitigation plan for restoration of all disturbed wetlands and associated buffers  
11 following the mitigation ratios in the Mitigation Guidance.”  
12

13 SEAN CURRAN  
14 JOSH BALDI  
15 ERIK STOCKDALE

16 154. The Plaintiff had written to Anderson requesting his field data, which presumably would  
17 have corroborated the allegation that the Plaintiff’s report had under-represented the extent of the  
18 wetlands on the property. [Exhibit 92] Anderson had responded with six short lines on one page  
19 of field notes. [Exhibit 93] The notes Anderson provided did not support his false allegations that  
20 the Plaintiff’s report was erroneous. Yet Defendant Sean Curran at Snohomish County had  
21 reiterated Anderson’s false allegations. [Exhibit 90] Without support for his position, Curran had  
22 then represented that the Plaintiff did not justify the wetland boundaries the Plaintiff had  
23 calculated and submitted. Thus the Plaintiff submitted a second report. [Exhibit 94]

24 155. In frustration, the Plaintiff’s client, a property and business owner, had contacted a  
25

1 Washington State Senator. The legislator inquired into the status of problems with the project.  
2 Defendant Josh Baldi at the Department of Ecology then performed an investigation. He  
3 interviewed Department of Ecology staff members Paul Anderson and Eric Stockdale. He did  
4 not, however, interview either the Plaintiff, or the Plaintiff's witnesses. [78]

5 156. The site itself had a long history of disturbance, as a neighbor had built a berm in the  
6 wetland to block natural flow to the west, which berm backed water up onto the client's property.  
7 If historic drainage had been fixed by the County, the water would have drained off of the  
8 client's property. Even the Plaintiff's associate Dr. Steven Holzhey, a retired U.S. government  
9 employee and wetlands expert, had visited the site and collected field data – which precisely  
10 matched the Plaintiff's field data. [Exhibit 95].  
11

12 157. Regardless, as of February, 2019, the client has been unable to use his property, and has  
13 sustained tens of thousands of dollars in legal costs, fines, and other damages. The Plaintiff's  
14 reputation in Snohomish County has been further damaged, and he lost the client.

15 158. In an email chain with members of the Enterprise, a landscape architect working for the  
16 Plaintiff's client aptly described the typical activities of the Enterprise. [Exhibit 96] As indicated  
17 in the document, Enterprise members had refused to meet with the Plaintiff on-site, refused to  
18 accept the scientific data presented by the Plaintiff, and yet had refused to offer any contradictory  
19 or conflicting scientific data with which to refute the Plaintiff's data. Enterprise members  
20 conducted themselves with an attitude reflecting their belief that they need not justify their  
21 wetland decisions with appropriate and mandated supportive data.  
22

23 159. Defendants knew or should have known that the Plaintiff's work as a professional Soil  
24 Scientist, Soil Classifier, and Wetland Scientist was being singled out and treated separately in  
25

1 every instance cited above, from the work performed by other qualified scientists on behalf of  
2 their clients.

3 **THE WATERSHED COMPANY**  
4 **SOCIETY OF WETLAND SCIENTISTS**  
5 **CERTIFICATION PROGRAM**

6 160. RICO Defendants, at all times relevant hereto, were members of, affiliated with, and/or  
7 coordinating with Defendant business The Watershed Company and with Defendant organization  
8 the Society of Wetland Scientists Certification Program to directly or indirectly conduct or to  
9 participate in promulgating a pattern of racketeering activity as described herein, and which are  
10 the subject of this lawsuit.

11 161. The RICO Defendants' conduct violates the Racketeer Influenced and Corrupt  
12 Organizations Act, 28 U.S.C. § 1961 et seq., with predicate acts of mail and wire fraud, and  
13 common law fraud. As a result, Defendants' misconduct has directly injured the Plaintiff, and  
14 entitles him to monetary damages to be proven at trial.

15 162. At all relevant times, each and every RICO Defendant was acting in concert with, or as  
16 an agent for, one or more of the other RICO Defendants and, further, as described in detail  
17 below, conspired with one or more of the RICO Defendants to perform or authorize the acts  
18 averred herein.

19 163. Plaintiff's state law claim arises out of the same case or controversy as his federal law  
20 claims, as all claims in this action arise out of a common nucleus of operative facts. Washington  
21 State's Criminal Profiteering Act of 1985 is the state's version of the federal RICO law. RCW  
22 9A.82.010, RCW 9A.82.080, and RCW 9A.82.120 provide civil penalties and remedies for a  
23 variety of criminal activities. "Criminal profiteering" is defined to include the commission, or  
24  
25

1 attempted commission, for financial gain, of any one of a number of crimes listed in the statute.  
2 The act provides that a “pattern of criminal profiteering activity” means engaging in at least three  
3 acts of criminal profiteering within a five-year period. The three acts must have the same or  
4 similar intent, results, accomplices, principals, victims, or methods of commission, or be  
5 otherwise interrelated by distinguishing characteristics including a nexus to the same enterprise,  
6 and must not be isolated events. Thus, this Court also has supplemental jurisdiction over the  
7 Plaintiff’s state law claims under 28 U.S.C. § 1367. A substantial number of the events giving  
8 rise to this action occurred in this District. Venue is also proper under 18 U.S.C. § 1965.  
9

10 164. Plaintiff brings suit against the Defendants, as individuals and in their official and  
11 unofficial capacities, for violating Plaintiff’s rights, for engaging in racketeering and other  
12 prohibited activities, and for directly and proximately causing mental anguish, severe emotional  
13 distress, emotional pain and suffering, and the loss of society and earnings the Plaintiff has  
14 experienced, and will experience in the future.

15 165. This is a complaint for damages and equitable relief arising out of funding within the  
16 United States of America – through fraud, mail fraud, wire fraud, conversion and corruption –  
17 and a civil action for violations of 18 U.S.C. § 1961 et seq. (Racketeer Influenced And Corrupt  
18 Organizations Act or RICO), and for declaratory and injunctive relief; for actual, consequential  
19 and exemplary damages; and for all other relief which this honorable Court deems just and  
20 proper under all circumstances which have occasioned this Complaint. RICO addresses the  
21 corrupt abuse and misuse – usually covertly – of organizations, entities, businesses, institutions  
22 or government agencies, such that superficially legitimate entities actually operate for criminal  
23 purposes irrelevant to the entity’s purpose. See 18 U.S.C. §§ 1964(a) and (c) (“Civil RICO”). 18  
24  
25

1 U.S.C. § 1964(c) defines “racketeering activity” as follows:

2 (1) —racketeering activity means

3 (A) any act or threat involving murder, kidnapping, gambling, arson, robbery, bribery, extortion,  
4 dealing in obscene matter, or dealing in a controlled substance or listed chemical (as defined in  
5 section 102 of the Controlled Substances Act), which is chargeable under State law and  
punishable by imprisonment for more than one year;

6 (B) any act which is indictable under any of the following provisions of title 18, United States  
7 Code: Section 201 (relating to bribery), section 224 (relating to sports bribery), sections 471,  
8 472, and 473 (relating to counterfeiting), section 659 (relating to theft from interstate shipment)  
9 if the act indictable under section 659 is felonious, section 664 (relating to embezzlement from  
10 pension and welfare funds), sections 891–894 (relating to extortionate credit transactions),  
11 section 1028 (relating to fraud and related activity in connection with identification documents),  
12 section 1029 (relating to fraud and related activity in connection with access devices), section  
13 1084 (relating to the transmission of gambling information), section 1341 (relating to mail  
14 fraud), section 1343 (relating to wire fraud), section 1344 (relating to financial institution fraud),  
15 section 1351 (relating to fraud in foreign labor contracting), section 1425 (relating to the  
16 procurement of citizenship or nationalization unlawfully), section 1426 (relating to the  
17 reproduction of naturalization or citizenship papers), section 1427 (relating to the sale of  
18 naturalization or citizenship papers), sections 1461–1465 (relating to obscene matter), section  
19 1503 (relating to obstruction of justice), section 1510 (relating to obstruction of criminal  
20 investigations), section 1511 (relating to the obstruction of State or local law enforcement),  
21 section 1512 (relating to tampering with a witness, victim, or an informant), section 1513  
22 (relating to retaliating against a witness, victim, or an informant), section 1542 (relating to false  
23 statement in application and use of passport), section 1543 (relating to forgery or false use of  
24 passport), section 1544 (relating to misuse of passport), section 1546 (relating to fraud and  
25 misuse of visas, permits, and other documents), sections 1581–1592 (relating to peonage,  
slavery, and trafficking in persons), [1] section 1951 (relating to interference with commerce,  
robbery, or extortion), section 1952 (relating to racketeering), section 1953 (relating to interstate  
transportation of wagering paraphernalia), section 1954 (relating to unlawful welfare fund  
payments), section 1955 (relating to the prohibition of illegal gambling businesses), section 1956  
(relating to the laundering of monetary instruments), section 1957 (relating to engaging in  
monetary transactions in property derived from specified unlawful activity), section 1958  
(relating to use of interstate commerce facilities in the commission of murder-for-hire), section  
1960 (relating to illegal money transmitters), sections 2251, 2251A, 2252, and 2260 (relating to  
sexual exploitation of children), sections 2312 and 2313 (relating to interstate transportation of  
stolen motor vehicles), sections 2314 and 2315 (relating to interstate transportation of stolen  
property), section 2318 (relating to trafficking in counterfeit labels for phonorecords, computer  
programs or computer program documentation or packaging and copies of motion pictures or  
other audiovisual works), section 2319 (relating to criminal infringement of a copyright), section  
2319A (relating to unauthorized fixation of and trafficking in sound recordings and music videos

1 of live musical performances), section 2320 (relating to trafficking in goods or services bearing  
 2 counterfeit marks), section 2321 (relating to trafficking in certain motor vehicles or motor  
 3 vehicle parts), sections 2341–2346 (relating to trafficking in contraband cigarettes), sections  
 4 2421–24 (relating to white slave traffic), sections 175–178 (relating to biological weapons),  
 5 sections 229–229F (relating to chemical weapons), section 831 (relating to nuclear materials),  
 (C) any act which is indictable under title 29, United States Code, section 186 (dealing with  
 restrictions on payments and loans to labor organizations) or section 501 (c) (relating to  
 embezzlement from union funds),

6 (D) any offense involving fraud connected with a case under title 11 (except a case under section  
 7 157 of this title), fraud in the sale of securities, or the felonious manufacture, importation,  
 8 receiving, concealment, buying, selling, or otherwise dealing in a controlled substance or listed  
 chemical (as defined in section 102 of the Controlled Substances Act), punishable under any law  
 of the United States,

9 (E) any act which is indictable under the Currency and Foreign Transactions Reporting Act,

10 (F) any act which is indictable under the Immigration and Nationality Act, section 274 (relating  
 11 to bringing in and harboring certain aliens), section 277 (relating to aiding or assisting certain  
 12 aliens to enter the United States), or section 278 (relating to importation of alien for immoral  
 purpose) if the act indictable under such section of such Act was committed for the purpose of  
 financial gain, or

13 (G) any act that is indictable under any provision listed in section 2332b (g)(5)(B);

14  
 15 166. The primary cause of this action is a widespread criminal *enterprise* engaged in a *pattern*  
 16 *of racketeering activity* across State lines, and a conspiracy to engage in *racketeering*  
 17 *activity* involving numerous RICO predicate acts during the past ten (10) calendar years. The  
 18 primary objective of the racketeering *enterprise* has been to inflict severe and sustained  
 19 economic hardship upon Plaintiff, with the intent of impairing, obstructing, preventing and  
 20 discouraging Plaintiff from serving his clients, performing his normal work activities to the  
 21 benefit of his clients, and from successfully confronting, challenging, and exposing the  
 22 Defendants' fraudulent and criminal activities.

23 **COUNT ONE:**

1 Acquisition and Maintenance of an Interest in and Control of an Enterprise Engaged in a Pattern  
2 of Racketeering Activity

3 18 U.S.C. §§ 1961(5)

4 167. Plaintiff now re-alleges each and every allegation as set forth above, and hereby  
5 incorporates same by reference, as if all were set forth fully herein. Substance prevails over  
6 form.

7 168. At various times and places partially enumerated in Plaintiff's *documentary material*, all  
8 Defendants did acquire and/or maintain, directly or indirectly, an interest in or control of a  
9 RICO *enterprise* of individuals who were associated in fact and who did engage in, and whose  
10 activities did affect, interstate and foreign commerce, all in violation of 18 U.S.C. §§ 1961(4),  
11 (5), (9), and 1962(b).

12 169. During the ten (10) calendar years preceding February 1, 2019, *A.D.*, all Defendants did  
13 cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts  
14 that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of  
15 the RICO law at 18 U.S.C. 1962(b) (Prohibited activities).

16 170. Plaintiff further alleges that all Defendants did commit two (2) or more of the offenses  
17 itemized above in a manner which they calculated and premeditated intentionally to threaten  
18 continuity, *i.e.* a continuing threat of their respective *racketeering activities*, also in violation of  
19 the RICO law at 18 U.S.C. 1962(b) *supra*.

20 171. Pursuant to the original Statutes at Large, the RICO laws itemized above are to  
21 be *liberally* construed by this honorable Court. Said construction rule was never codified in Title  
22 18 of the United States Code, however. See 84 Stat. 947, Sec. 904, Oct. 15, 1970. *Respondent*



1 *superior* (principal is liable for agents' misconduct: knowledge of, participation in, and benefit  
2 from a RICO enterprise).

3 **COUNT TWO:**

4 Conduct and Participation in a RICO Enterprise through a Pattern of Racketeering Activity  
5 18 U.S.C. §§ 1961(5), 1962(c)

6 172. Plaintiff now re-alleges each and every allegation as set forth above, and hereby  
7 incorporates same by reference, as if all were set forth fully herein. Substance prevails over  
8 form.

9 173. At various times and places partially enumerated in Plaintiff's *documentary material*, all  
10 Defendants did associate with a RICO *enterprise* of individuals who were associated in fact and  
11 who engaged in, and whose activities did affect, interstate and foreign commerce.

12 174. Likewise, all Defendants did conduct and/or participate, either directly or indirectly, in  
13 the conduct of the affairs of said RICO *enterprise* through a *pattern of racketeering activity*, all  
14 in violation of 18 U.S.C. §§ 1961(4), (5), (9), and 1962(c).

15 175. During the ten (10) calendar years preceding February 1, 2019 *A.D.*, all Defendants did  
16 cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts  
17 that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of  
18 the RICO law at 18 U.S.C. 1962(c) (Prohibited activities).

19 176. Plaintiff further alleges that all Defendants did commit two (2) or more of the offenses  
20 itemized above in a manner which they calculated and premeditated intentionally to threaten  
21 continuity, *i.e.* a continuing threat of their respective *racketeering activities*, also in violation of  
22 the RICO law at 18 U.S.C. 1962(c) *supra*.



1 177. Pursuant to 84 Stat. 947, Sec. 904, Oct. 15, 1970, the RICO laws itemized above are to  
2 be *liberally* construed by this honorable Court. Said construction rule was never codified in Title  
3 18 of the United States Code, however. *Respondeat superior* (as explained above).

4 **COUNT THREE:**

5 Conspiracy to Engage in a Pattern of Racketeering Activity  
6 18 U.S.C. §§ 1961(5), 1962(d)

7  
8 178. Plaintiff now re-alleges each and every allegation as set forth above, and hereby  
9 incorporates same by reference, as if all were set forth fully herein. Substance prevails over  
10 form.

11 179. At various times and places partially enumerated in Plaintiff's *documentary material*, all  
12 Defendants did conspire to acquire and maintain an interest in a RICO *enterprise* engaged in  
13 a *pattern of racketeering activity*, in violation of 18 U.S.C. §§ 1962(b) and (d).

14 180. At various times and places partially enumerated in Plaintiff's *documentary material*, all  
15 Defendants did also conspire to conduct and participate in said RICO *enterprise* through  
16 a *pattern of racketeering activity*, in violation of 18 U.S.C. §§ 1962(c) and (d). See also 18  
17 U.S.C. §§ 1961(4), (5) and (9).

18 181. During the ten (10) calendar years preceding February 1, 2019 *A.D.*, all Defendants did  
19 cooperate jointly and severally in the commission of two (2) or more of the predicate acts that  
20 are itemized at 18 U.S.C. §§ 1961(1)(A) and (B), in violation of 18 U.S.C. 1962(d).

21 182. Plaintiff further alleges that all Defendants did commit two (2) or more of the offenses  
22 itemized above in a manner which they calculated and premeditated intentionally to threaten  
23  
24  
25

continuity, *i.e.* a continuing threat of their respective *racketeering activities*, also in violation of 18 U.S.C. 1962(d) (Prohibited activities *supra*).

183. Pursuant to 84 Stat. 947, Sec. 904, Oct. 15, 1970, the RICO laws itemized above are to be *liberally* construed by this honorable Court. Said construction rule was never codified in Title 18 of the United States Code, however. *Respondeat superior* (as explained above).

### **RELIEF REQUESTED**

*Wherefore*, pursuant to the statutes at 18 U.S.C. 1964(a) and (c), Plaintiff requests judgment against all named Defendants as follows:

#### **ON COUNT ONE:**

1. That this Court liberally construe the RICO laws and thereby find that all Defendants, both jointly and severally, have acquired and maintained, both directly and indirectly, an interest in and/or control of a RICO *enterprise of persons* and of other individuals who were associated in fact, all of whom engaged in, and whose activities did affect, interstate and foreign commerce in violation of 18 U.S.C. 1962(b) (Prohibited activities).
2. That all Defendants and all their directors, officers, employees, agents, servants and all other *persons* in active concert or in participation with them, be enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from acquiring or maintaining, whether directly or indirectly, any interest in or control of any RICO *enterprise of persons*, or of other individuals associated in fact, who are engaged in, or whose activities do affect, interstate or foreign commerce.
3. That all Defendants and all of their directors, officers, employees, agents, servants and all other *persons* in active concert or in participation with them, be

1 enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from  
2 committing any more predicate acts in furtherance of the RICO *enterprise* alleged in  
3 COUNT ONE *supra*.

4 4. That all Defendants be required to account for all gains, profits, and advantages derived  
5 from their several acts of *racketeering activity* in violation of 18 U.S.C. 1962(b) and from  
6 all other violation(s) of applicable State and federal law(s).

7 5. That judgment be entered for Plaintiff and against all Defendants for Plaintiff's actual  
8 damages, and for any gains, profits, or advantages attributable to all violations of 18  
9 U.S.C. 1962(b), according to the best available proof.

10 6. That all Defendants pay to Plaintiff treble (triple) damages, under authority of 18 U.S.C.  
11 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C.  
12 1962(b), according to the best available proof.

13 7. That all Defendants pay to Plaintiff all damages sustained by Plaintiff in consequence of  
14 Defendants' several violations of 18 U.S.C. 1962(b), according to the best available  
15 proof.

16 8. That all Defendants pay to Plaintiff His costs of the lawsuit incurred herein including, but  
17 not limited to, all necessary research, all non-judicial enforcement and all reasonable  
18 counsel's fees, at a minimum of \$150.00 per hour worked (Plaintiff's standard  
19 professional rate at start of this action).

20 9. That all damages caused by all Defendants, and all gains, profits, and advantages derived  
21 by all Defendants, from their several acts of racketeering in violation of 18 U.S.C.  
22 1962(b) and from all other violation(s) of applicable State and federal law(s), be deemed  
23  
24  
25

1 to be held in constructive trust, legally foreign with respect to the federal zone [*sic*], for  
2 the benefit of Plaintiff, His heirs and assigns.

- 3 10. That Plaintiff have such other and further relief as this Court deems just and proper, under  
4 the circumstances of this action.

5 **ON COUNT TWO:**

- 6 1. That this Court liberally construe the RICO laws and thereby find that all Defendants have  
7 associated with a RICO *enterprise* of *persons* and of other individuals who were  
8 associated in fact, all of whom did engage in, and whose activities did affect, interstate  
9 and foreign commerce in violation of the RICO law at 18 U.S.C. 1962(c) (Prohibited  
10 activities).

- 11  
12 2. That this Court liberally construe the RICO laws and thereby find that all Defendants  
13 have conducted and/or participated, directly or indirectly, in the affairs of said  
14 RICO *enterprise* through a *pattern of racketeering activity* in violation of the RICO laws  
15 at 18 U.S.C. §§ 1961(5) ("pattern" defined) and 1962(c) *supra*.

- 16 3. That all Defendants and all of their directors, officers, employees, agents, servants and all  
17 other *persons* in active concert or in participation with them, be  
18 enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from  
19 associating with any RICO *enterprise* of *persons*, or of other individuals associated in  
20 fact, who do engage in, or whose activities do affect, interstate and foreign commerce.

- 21  
22 4. That all Defendants and all of their directors, officers, employees, agents, servants and all  
23 other *persons* in active concert or in participation with them, be  
24 enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from  
25

1 conducting or participating, either directly or indirectly, in the conduct of the affairs of  
2 any RICO *enterprise* through a *pattern of racketeering activity* in violation of the RICO  
3 laws at 18 U.S.C. §§ 1961(5) and 1962(c) *supra*.

4 5. That all Defendants and all of their directors, officers, employees, agents, servants and all  
5 other *persons* in active concert or in participation with them, be  
6 enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from  
7 committing any more predicate acts in furtherance of the RICO *enterprise* alleged in  
8 COUNT TWO *supra*.

9  
10 6. That all Defendants be required to account for all gains, profits, and advantages derived  
11 from their several acts of racketeering in violation of 18 U.S.C. 1962(c) *supra* and from  
12 all other violation(s) of applicable State and federal law(s).

13 7. That judgment be entered for Plaintiff and against all Defendants for Plaintiff's actual  
14 damages, and for any gains, profits, or advantages attributable to all violations of 18  
15 U.S.C. 1962(c) *supra*, according to the best available proof.

16 8. That all Defendants pay to Plaintiff treble (triple) damages, under authority of 18 U.S.C.  
17 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C.  
18 1962(c) *supra*, according to the best available proof.

19  
20 9. That all Defendants pay to Plaintiff all damages sustained by Plaintiff in consequence of  
21 Defendants' several violations of 18 U.S.C. 1962(c) *supra*, according to the best available  
22 proof.

23 10. That all Defendants pay to Plaintiff his costs of the lawsuit incurred herein including, but  
24 not limited to, all necessary research, all non-judicial enforcement and all reasonable  
25

1 counsel's fees, at a minimum of \$150.00 per hour worked (Plaintiff's standard  
2 professional rate at start of this action).

3 11. That all damages caused by all Defendants, and all gains, profits, and advantages derived  
4 by all Defendants, from their several acts of racketeering in violation of 18 U.S.C.  
5 1962(c) *supra* and from all other violation(s) of applicable State and federal law(s), be  
6 deemed to be held in constructive trust, legally foreign with respect to the federal zone  
7 [*sic*], for the benefit of Plaintiff, His heirs and assigns.

8  
9 12. That Plaintiff have such other and further relief as this Court deems just and proper, under  
10 the full range of relevant circumstances which have occasioned the instant action.

11 **ON COUNT THREE:**

12 1. That this Court liberally construe the RICO laws and thereby find that all Defendants have  
13 conspired to acquire and maintain an interest in, and/or conspired to acquire and maintain  
14 control of, a RICO *enterprise* engaged in a *pattern of racketeering activity* in violation of  
15 18 U.S.C. §§1961(5), 1962(b) and (d) *supra*.

16 2. That this Court liberally construe the RICO laws and thereby find that all Defendants have  
17 conspired to conduct and participate in said RICO *enterprise* through a *pattern of*  
18 *racketeering activity* in violation of 18 U.S.C. §§ 1961(5), 1962(c) and (d) *supra*.

19  
20 3. That all Defendants and all their directors, officers, employees, agents, servants and all  
21 other *persons* in active concert or in participation with them, be  
22 enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from  
23 conspiring to acquire or maintain an interest in, or control of, any RICO *enterprise* that  
24  
25

engages in a *pattern of racketeering activity* in violation of 18 U.S.C. §§ 1961(5), 1962(b) and (d) *supra*.

4. That all Defendants and all their directors, officers, employees, agents, servants and all other *persons* in active concert or in participation with them, be enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from conspiring to conduct, participate in, or benefit in any manner from any RICO *enterprise* through a *pattern of racketeering activity* in violation of 18 U.S.C. §§ 1961(5), 1962(c) and (d) *supra*.

5. That all Defendants and all their directors, officers, employees, agents, servants and all other *persons* in active concert or in participation with them, be enjoined *temporarily* during pendency of this action, and *permanently* thereafter, from committing any more predicate acts in furtherance of the RICO *enterprise* alleged in COUNT THREE *supra*.

6. That all Defendants be required to account for all gains, profits, and advantages derived from their several acts of racketeering in violation of 18 U.S.C. 1962(d) *supra* and from all other violation(s) of applicable State and federal law(s).

7. That judgment be entered for Plaintiff and against all Defendants for Plaintiff's actual damages, and for any gains, profits, or advantages attributable to all violations of 18 U.S.C. 1962(d) *supra*, according to the best available proof.

8. That all Defendants pay to Plaintiff treble (triple) damages, under authority of 18 U.S.C. 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C. 1962(d) *supra*, according to the best available proof.

- 1 9. That all Defendants pay to Plaintiff all damages sustained by Plaintiff in consequence of  
2 Defendants' several violations of 18 U.S.C. 1962(d) supra, according to the best  
3 available proof.
- 4 10. That all Defendants pay to Plaintiff his costs of the lawsuit incurred herein including, but  
5 not limited to, all necessary research, all non-judicial enforcement, and all reasonable  
6 counsel's fees, at a minimum of \$150.00 per hour worked (Plaintiff's standard  
7 professional rate at start of this action).
- 8 11. That all damages caused by all Defendants, and all gains, profits, and advantages derived  
9 by all Defendants, from their several acts of racketeering in violation of 18 U.S.C.  
10 1962(d) supra and from all other violation(s) of applicable State and federal law(s), be  
11 deemed to be held in constructive trust, legally foreign with respect to the federal zone  
12 [sic], for the benefit of Plaintiff, His heirs and assigns.
- 13 12. That Plaintiff have such other and further relief as this Court deems just and proper, under  
14 the full range of relevant circumstances which have occasioned the instant action.

15  
16 **JURY DEMAND**

17 Plaintiff, on behalf of himself and his estate, respectfully demands a jury trial on all  
18 issues so triable.

19  
20 Dated: February 28, 2019

21 Respectfully submitted,

22  
23 AJ Bredberg  
24 3303 43<sup>rd</sup> Street  
25 Gig Harbor, WA 98335  
253.858.7055



### Complaint Exhibit List

Exhibit 1	2014.04.14 B&A, Inc Sammamish Report	A000001
Exhibit 2	2016.03.02 Krabbe Declaration	A000039
Exhibit 3	2018.04.28 Application and Receipt	A000041
Exhibit 4	2014.05.22 Watershed Review	A000045
Exhibit 5	2014.06.16 City Email	A000071
Exhibit 6	2014.06.02 Email Chain	A000076
Exhibit 7	2014.06.23 Machine Rental Receipt	A000083
Exhibit 8	2014.07.10 B&A, Inc Sammamish Report Final	A000085
Exhibit 9	2017 .06.23 Nell Letter SR9 B&A Inc #4669	A000122
Exhibit 10	2017.02.28 Report B&A Inc #4818 Long	A000147
Exhibit 11	2017.09.09 B&A Inc.#4818 Long	A000195
Exhibit 12	2017.09.09 Invoice B&A Inc.#4818 Long	A000267
Exhibit 13	2007.09.10 Old Approved Wetland Study and Maps	A000270
Exhibit 14	2015 Approved Site Plan B&A Inc. #4642	A000323
Exhibit 15	2013.08.09 B&A Inc. #4642 Report	A000325
Exhibit 16	2016.03.03 Al Jackson Declaration	A000398
Exhibit 17	2014.03.11 DOE Email	A000401
Exhibit 18	2014.04.28 B&A Inc. #4642 Report	A000404
Exhibit 19	2003.03.03 Marc Bhend Declaration	A000564
Exhibit 20	2016.03.03 Pastor Sebranke Declaration on Curran	A000566
Exhibit 21	2018.08.29 Surveyor McDuffy Email	A000569
Exhibit 22	2014.06.10 Sedona B&A Inc. #4669 Report	A000571
Exhibit 23	2014.12.26 Lake Stevens/Watershed Comments Sedona	A000593
Exhibit 24	2015.01.06 B&A Inc. #4669 Technical Memo	A000608
Exhibit 25	2015.03.15 B&A Inc. # 4669 memo2	A000640
Exhibit 26	2008.04.14 Belfast Gravel Sale Contract	A000662
Exhibit 27	2008.06.02 Washington DOE Paul Anderson Letter	A000671
Exhibit 28	2008.07.14 Belfast Gravel B&A Inc. #4462 Letter 1	A000678
Exhibit 29	2008.07.16 US Army Corps Site Visit	A000681
Exhibit 30	2008.11.25 Belfast Gravel and US Army Corps Timelines	A000699
Exhibit 31	2009.02.18 US Army Corps Letter of Determination	A000708
Exhibit 32	1998.04.28 US Army Corps Memo Camas WA	A000710
Exhibit 33	1994.09.30 US Army Corps Training Contract with Plaintiff	A000715
Exhibit 34	2009.03.15 Belfast Aggressive letter	A000718
Exhibit 35	2009.02.16 Client Letter to US Army Corps	A000723
Exhibit 36	2008.07 to 2009.01 Belfast Gravel Timeline	A000725
Exhibit 37	2009.02.10 Dr. Holzhey Emails	A000741
Exhibit 38	2017.02.19 Wick Letter B&A #4872	A000748
Exhibit 39	2017.09.16 Wick Report B&A #4872	A000751
Exhibit 40	2017.10.11 Horizon View Homes-Ecology Comments	A000796
Exhibit 41	2017.11.08 7872 L2	A000799
Exhibit 42	2018.10.23 US Army Corps Email	A000802

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Exhibit 43	2018.10.31 Revisions B&A Inc. #4872	A000806
Exhibit 44	2019.01.17 Planner Romano Notes 2	A000850
Exhibit 45	2019.01.16 US Army Corps Emails	A000852
Exhibit 46	2010.03.08 WA DOE Callendar Field Notes Holmquist	A000868
Exhibit 47	2010.06.03 US Army Corps Field Notes Holmquist	A000873
Exhibit 48	2009.11.12 Plaintiff Data Sheets	A000884
Exhibit 49	2018.08.30 Sultan Ibershof Email Reply	A000913
Exhibit 50	Surveyor Email RE Sultan	A000918
Exhibit 51	2017.10.08 B&A Inc Report #4930	A000920
Exhibit 52	2018.08.30 Phone Call Logs/Notes Sultan #4930	A001033
Exhibit 53	2014.04.23 Nemnich Declaration for Writ	A001035
Exhibit 54	2015.02.07 Nemnich Writ of Mandamus	A001041
Exhibit 55	2009.06.16 Letter to Skagit County Planner Cooper	A001229
Exhibit 56	2009.05.27 Skagit County Docs Holmes Site	A001241
Exhibit 57	2009.06.16 B&A Inc Letter Holmes Site	A001306
Exhibit 58	2016.04.08 County Letter Evans Site	A001352
Exhibit 59	2017.09.26 Evans letter	A001363
Exhibit 60	2016.10.21 County Scherf Letter Evans Site	A001369
Exhibit 61	2017.09.15 County Curran letter Evans Site	A001372
Exhibit 62	2017.09.12 Washington DOE Letter Evans Site	A001375
Exhibit 63	2016.04.21 Romano Letter Evans Site	A001379
Exhibit 64	2015.05.19 Varriano Email of Curran Phone Call	A001386
Exhibit 65	2016.03.02 Engineer Krabbe Declaration	A001390
Exhibit 66	2017.09.23 Curran Environmental Web Posting	A001392
Exhibit 67	2016.01.20 B&A #4807 Evans Report 1	A001396
Exhibit 68	2017.09.26 Romano Letter on Fill Evans Site	A001513
Exhibit 69	2017.11.22 Lindsay Declaration	A001519
Exhibit 70	2012.04.05 Dam Documentation Page 2	A001525
Exhibit 71	2017.09.29 Writ of Mandamus Requesting a Hearing Evans Site	A001532
Exhibit 72	2018.04.06 County Review Letter Curran	A001604
Exhibit 73	2008.12.24 Watershed Report	A001611
Exhibit 74	2005.09.01 County Review if Watershed Report	A001633
Exhibit 75	2011.10.11 Moynahan Affidavit	A001636
Exhibit 76	2015.06.15 Herriman Declaration Brown Site	A001640
Exhibit 77	2009.07.27 Stockdale/Morlan Bozo Emails	A001646
Exhibit 78	2014.07.03 Washington DOE Letter to Senator Angel	A001655
Exhibit 79	2012.07.11 Mayor Toombs Affidavit	A001658
Exhibit 80	2012.07.02 Brown Affidavit	A001661
Exhibit 81	2009.06.11 Goudzwaard Letter	A001665
Exhibit 82	2001.11.02 US Army Corps Email to Oregon DOJ	A001668
Exhibit 83	2009.05.28 Moynahan Letter to Luther	A001670
Exhibit 84	2013.05.08 Excerpt Moynahan Deposition	A001673
Exhibit 85	2006.08.09 Altered Brown Site Field Notes From Oregon DOJ	A001677

Exhibit 86	2011.04.05 Original Color Scan of Altered Field Notes	A001706
Exhibit 87	2011.01.01 Oregon AG Letter on Complete Discovery	A001718
Exhibit 88	2014.03.25 Washington DOE letter to Plaintiff	A001722
Exhibit 89	2013.11.07 B&A #4665 Report 1 Yoo Site	A001725
Exhibit 90	2014.04.04 County Review Letter Yoo Site	A001768
Exhibit 91	2014.02.18 Washington DOE Letter Yoo Site	A001782
Exhibit 92	2014.03.12 Plaintiff Letter to Washington DOE Anderson	A001786
Exhibit 93	2014.04.14 Washington DOE Anderson letter to Plaintiff	A001789
Exhibit 94	2014.06.26 B&A #4665 Report 2 Yoo Site	A001793
Exhibit 95	2015.03.18 Plaintiff Letter to Yoo Counsel Spencer	A001844
Exhibit 96	2014.12.08 Landscape Architect Email	A001851